

**Nebraska Statewide Workforce & Educational Reporting System (NSWERS)
Executive Council Business Meeting Notification and Agenda**

April 26, 2021 2:30 p.m.

ZOOM: <https://nebraska.zoom.us/j/92128942261>

AGENDA

1. CALL TO ORDER

1.1 Roll Call

1.2 Announcement of the placement of the Open Meetings Act information

Attachments available online www.NSWERS.org:

EO 21-02 – COVID 19 Public Meetings Requirement Limited Waiver

Attorney General Guidance of Executive Order 20-36

Open Meetings Act 2020

2. PUBLIC COMMENT PERIOD

2.1 Public Comment (5 minutes)

3. PRESIDENT'S REPORT

3.1 Additions or Corrections to Agenda

4. EXECUTIVE DIRECTOR'S REPORT

5. COMMITTEE REPORTS

6. EXECUTIVE SESSION

6.1 Receive, review, and discuss legal advice from the organization's attorney regarding proposed amendments to the bylaws

6.2 Receive, review, and discuss legal advice from the organization's attorney regarding auditing requirements

7. ACTION ITEMS

7.1 Approve Minutes of NSWERS Business Meeting, March 8, 2021

7.2 Discuss, consider and take all necessary action regarding proposed NSWERS Strategic Plan for 2021-2023

7.3 Discuss, consider, and take all necessary action regarding proposed Budget for NSWERS Fiscal Year 2021-2023

7.4 Discuss, consider, and take all necessary action regarding NSWERS Data Sharing and Management Policy

7.5 Discuss, consider, and take all necessary action regarding the proposed Annual Evaluation process for the NSWERS Executive Director

7.6 Discuss, consider, and take all necessary action regarding proposed amendments to the bylaws intended to reflect provisions related to insurance coverage and named insureds in light of the recommendation of our carriers and the insurance policies by which we are now covered

- 8. **ADDITIONAL BUSINESS**
- 9. **SPECIAL PRESENTATIONS AND DISCUSSIONS**
- 10. **INFORMATION ITEMS AND REPORTS**
- 11. **ADJOURNMENT**

**Nebraska Statewide Workforce & Educational Reporting System (NSWERS)
Executive Council Business Meeting Notification and Agenda
March 8, 2021 2:30 p.m. via ZOOM**

Publicized notice of the Executive Council meeting was given by posting the date, time, and location on the NSWERS.org website.

1. CALL TO ORDER – President Dr. Susan Fritz called the meeting to order at 2:30 p.m.

1.1 Roll Call

Roll Call showed the following NSWERS members in attendance:

Dr. Susan Fritz, President
Dr. Matthew Blomstedt, Secretary/Treasurer
Dr. Paul Turman, Vice President
Dr. Paul Illich, Member

1.2 Announcement of the placement of the Open Meetings Act information

President Fritz announced that information regarding the Open Meetings Act is available on the NSWERS.org website.

2. PUBLIC COMMENT PERIOD

No public comment.

3. PRESIDENT'S REPORT

3.1 Additions or corrections to agenda

No agenda items were removed, added or corrected.

Approval of the agenda as presented passed with a motion by Dr. Paul Turman, second by Dr. Matthew Blomstedt.

Dr. Paul Illich	Yea
Dr. Matthew Blomstedt	Yea
Dr. Paul Turman	Yea
Dr. Susan Fritz	Yea

4. EXECUTIVE DIRECTOR'S REPORT

Dr. Matthew Hastings, Executive Director, NSWERS made a presentation on behalf of himself and the Management Team.

Dr. Hastings presented his Executive Director's Report. (Please see attached power point presentation.)

Strategy (Core approach to accomplishing our goals.) – *Strategic Plan* - The Strategic Approach was approved by the Executive Council in December with the intent to develop a Strategic Plan. The Strategic Plan has two goals: Establish NSWERS Data System for Sustainable Insights **and** Evaluate the Efficacy of Nebraska's Education and Workforce Training Systems. Objectives, strategies and tactics have been built around the two goals.

Dr. Hastings spoke briefly about the Strategic Plan and the organization of the goals, objectives, strategies and tactics (GOST) that he and the Management Team have prepared as the result of several meetings and an all-day retreat in February and have a draft in place for the Executive Council to consider and comment on today and intend to have the final Strategic Plan in place for final approval at the next Executive Council Business Meeting on April 26, 2021.

Budget and Finance: Dr. Hastings reported that in keeping with the goal of NSWERS to have a budget prepared and distributed to NSWERS Partners by April 1 and having unanimous approval of the Executive Council by June 1, he has begun work on the FY2022 budget. In his preparation of same, the budget will include carrying forward unexpended resources from FY2021 and reworking allocations around needs guided by the NSWERS Strategic Plan. Dr. Hastings reminded the Council that if a budget is not approved by the June 1 date, the budget will revert to what is existing.

Drs. Blomstedt and Fritz gave an update of their conversations with Heath Mellow, former state senator and Vice President for External Relations, UNL, about the strategies for a legislative request for continuous future funding. Dr. Fritz conveyed that Dr. Blomstedt has taken the lead to secure state funding from the Legislature. NSWERS needs to continue to think collaboratively and use the Proof of Concept (POC) as a vehicle for fundraising when approaching state senators for same. NSWERS has asked one senator to introduce and carry request to the Legislature.

Dr. Fritz reported that Foundations are supporting NSWERS as well and have indicated that they are ready and willing to have conversations with Senators when appropriate. Dr. Illich and Dr. Turman both are interested in connecting with conversant senators and would like to be notified when they can initiate these conversations with same. Dr. Illich also inquired about a fiscal note for the Legislature. Dr. Hastings reported that the LB 1160 report due in December should provide the Legislature with fiscal information.

5. COMMITTEE REPORTS (none)

6. EXECUTIVE SESSION

6.1 Receive, review, and discuss legal advice from the organization's attorney regarding liability and related insurance considerations.

6.2 Receive, review and discuss legal advice from the organization's attorney regarding audit obligations pursuant to the rules of the Nebraska Auditor of Public Accounts.

6.3 Discuss the opportunity of private foundation grant supported projects.

Motion for the Council to enter closed session to receive, review, and discuss the legal advice from the organization's attorney as the motion is clearly necessary to protect the public's interest and to maintain the attorney-client privilege passed with a motion by Dr. Paul Turman, second by Dr. Matthew Blomstedt.

Dr. Matthew Blomstedt	Yea
Dr. Paul Illich	Yea
Dr. Susan Fritz	Yea
Dr. Paul Turman	Yea

Executive Session began 3:05 p.m.

Motion for the Council to end the closed session to receive, review, and discuss the legal advice from the organization's attorney passed with a motion by Dr. Paul Illich, second by Dr. Paul Turman.

Dr. Paul Illich	Yea
Dr. Susan Fritz	Yea
Dr. Paul Turman	Yea
Dr. Matthew Blomstedt	Yea

Executive Session ended 3:49 p.m.

7. ACTION ITEMS

7.1 Approve Minutes of NSWERS business meeting, January 25, 2021.

Motion to approve the minutes of the December 21, 2020 NSWERS Business meeting passed with a motion by Dr. Matthew Blomstedt, second by Dr. Paul Turman.

Dr. Susan Fritz	Yea
Dr. Paul Turman	Yea
Dr. Matthew Blomstedt	Yea
Dr. Paul Illich	Yea

8. ADDITIONAL BUSINESS

No additional business.

9. SPECIAL PRESENTATIONS AND DISCUSSIONS

No special presentations and discussion.

10. INFORMATION ITEMS AND REPORT

No information items and reports.

8. ADJOURNMENT

Motion to adjourn the NSWERS Executive Council Business Meeting passed with a motion from Dr. Paul Turman, second by Dr. Paul Illich.

Dr. Susan Fritz	Yea
Dr. Paul Turman	Yea
Dr. Matthew Blomstedt	Yea
Dr. Paul Illich	Yea

President Fritz adjourned the meeting at 3:51 p.m.

A NSWERS Executive Council Meeting will be held on Monday, April 26, 2021 at a time and place to be determined.

Executive Director's Report

Matt Hastings, Ph.D.

March 8, 2021



nswers
ANSWERS FOR NEBRASKA.



Strategy

Core approach to accomplishing our goals.

Strategic Plan

- From Strategic Approach to Strategic Plan
- All Day Strategic Planning Workshop
 - Executive Director + Management Team
 - NU's Schorr Suite on February 26, 2021
- First draft to Executive Council - March 8
 - Consider for adoption - April 26



Strategic Plan (cont.)

1. **Establish Data System**
 1. **Develop and Implement Foundational Elements**
 1. Define Organizational Strategy
 2. Establish Organizational Structures
 3. Create and Implement Organizational Systems
 4. Acquire Organizational Skills
 2. **Define NSWERS Data Collection**
 1. Ensure the Interoperability of NSWERS Data
 2. Leverage Nebraska Person ID System
 3. Pursue Value-Add Partners Support Activities
 4. Leverage Public Domain Data Repositories
 5. Explore Methodologies for Auxiliary Data Collection
 3. **Design and Execute Data Acquisition**
 1. Develop and Implement Secure Web-based Portal
 2. Leverage Industry-Standard Data Exchange Technologies
 3. Develop and Implement Quality Control Processes
 4. Establish Annual Calendar
 4. **Optimize Data Processing and Protect Digital Assets**
 1. Establish and Maintain a Robust Data Security Program
 2. Implement a Comprehensive Program of Data Governance



Strategic Plan (cont.)

2. Evaluate Efficacy

1. Establish Data Analysis & Prediction Operation

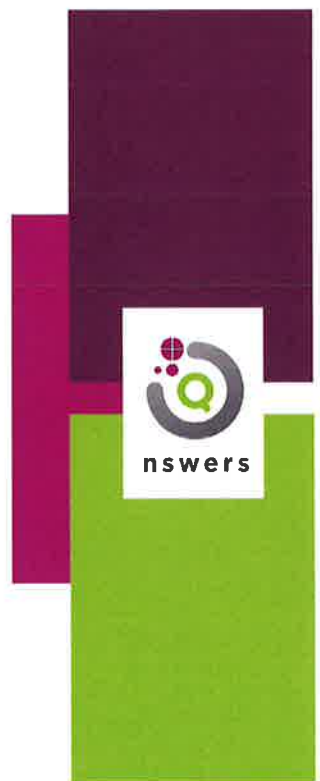
1. Create NSWERS Research Agenda
2. Implement a Modern, Flexible and Scalable Analytics Unit
3. Establish Collaboration Opportunities and Cultivate Funding
4. Leverage the Capacity of NSWERS Partners and Affiliates

2. Assess Against Outcome Framework

1. Operationalize and Measure Education Outcomes
2. Operationalize and Measure Workforce Outcomes

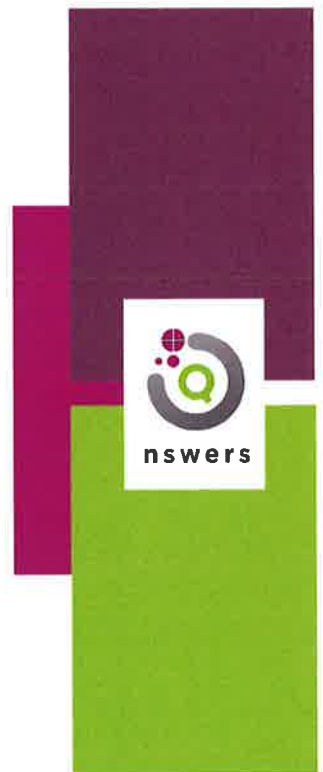
3. Release Data and Disseminate Research & Evaluation Findings

1. Establish and Maintain a Data Clearinghouse to facilitate Data-as-a-Product (DaaP) Enterprise
2. Establish and Maintain Data-as-a-Service (DaaS) Enterprise
3. Create or Acquire Communications Methods and Platforms
4. Strengthen Awareness, Facilitate Collaborations and Drive System Improvements



NSWERS Budget & Finance

- FY 2022 Budget
 - NSWERS Fiscal Year (July 1 – June 30)
 - As identified in the NSWERS Interlocal
 - Budget Prepared and Distributed to NSWERS Partners by April 1st
 - Carry forward unexpended resources from FY21
 - Rework allocations around needs guided by NSWERS Strategic Plan
 - Unanimous Approval by June 1 or Revert to Existing
 - As identified in the NSWERS Interlocal
- Action Item for Budget Approval at next business meeting:
 - April 26, 2021



NSWERS Budget & Finance

- Conversations ongoing about strategy for legislative request for continuous future funding
- Establish annual audit for NSWERS
 - As required via NSWERS-NU Service Agreement
 - At Dr. Blomstedt's request, NSWERS legal counsel has researched obligations under state law as a political subdivision
 - Receive, review and discuss legal advice during Executive Session



Philanthropy

- As of September 30, 2020:
 - Cash balance at NU Foundation of \$1.6M
- Touch-Base Meeting:
 - February 8, 2021
 - Provide Status Reports to Foundations as Needed
- Strategy 2.1.3 Establish Collaboration Opportunities and Cultivate Funding
 - Discuss opportunity of private foundation grant supported project during Executive Session



Risk Management

- Insurance Update:
 - NSWERS has now secured (effective 3/1/2021) the following:
 - \$2M Public Officials Liability Coverage
 - \$5M Cyber Liability with Expanded Coverage
- More extensive than some individual partners prefer, and less than others favor
 - Balanced approach for the POC project, well considered by:
 - Aon Risk Solutions (Insurance Broker)
 - NSWERS Legal Counsel
 - NSWERS Partners
 - NSWERS Management Council
 - NSWERS Executive Council President



Risk Management (cont.)

- Contract with NU ITS to provide industry-grade data storage, security and IT support for POC project
 - Voluntarily self-identify all POC data as “high-risk” (although most is not)
 - Stored and managed in a manner consistent with NU ITS security standards for high-risk information
- \$5M in cyber liability coverage likely not sufficient for full-fledged NSWERS operations
 - With SOW, project scope, actors, and plan of execution for version 1.0 of the NSWERS Data Warehouse
 - Reevaluate risk profile and make adjustment to insurance coverage according to need
- Receive, review and discuss legal advice during Executive Session





Structure

How our work is situated and coordinated.

Executive Council

- Current Meeting Dates and Times:
 - Monday, April 26 @ 2:30 – 4:00
 - Wednesday, June 9 @ 2:30 – 4:00
- Looking to Fiscal Year 2022:
 - July 28, 2021 @ 2:00
 - October 27, 2021 @ 1:30
 - January 26, 2021 @ 1:30
 - April 27, 2021 @ 1:30



Management Committee

- Meeting Dates:
 - Weekly – Q4 2020
 - Bimonthly – Q1 2021
 - **Monthly - Q2 2021**
- Key Focus:
 - Strategic Plan
 - Operationalizing NSWERS Strategies
 - Input around the tactical-level activities
 - Sounding board and thought partner for Executive Director and staff



Executive Director

- Status at 6-months
 - Feedback from Executive Council and Management Committee
- Establish an Evaluation and Performance Review Process
 - Opportunities to provide formal feedback
 - Preference as to next steps?



NSWERS Expansion

- Conversations related to NSWERS expansion
 - Preferred Circumstances
 - Logistics and Timing
 - Administrative and Legal Processes
 - Questions / Concerns
- Public and Nonpublic Institutions, e.g.:
 - Tribal Colleges
 - Nebraska Independent Colleges and Universities





System

Process used to add value.

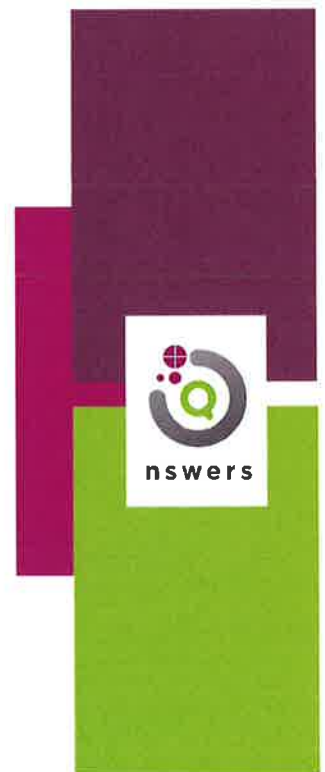
Data Visualization POC

- Status Update
 - Data Sharing Agreements
 - All parties have executed data sharing agreements with NSWERS except NU
 - Waiting on data storage contract to be inked
 - Data Storage & Security
 - Received draft agreement from NU on 3/5/21
 - NSWERS Legal Counsel currently reviewing
 - Once complete, we will begin contacting your institutions
 - Provide technical keys to begin sending POC data



Research Agenda

- Catalyze development of Research Agenda
 1. **Perform Research Scan, Expert Interviews & Literature Review**
 2. **Define Framework and Slate of Research Questions/Topics**
 3. Facilitate Feedback from NSWERS Partners/Affiliates, the NSWERS Advisory Committee, and the Nebraska Unicameral
 4. Refine Slate of Research Questions & Topics
 5. Prioritize and Codify Research Questions and Topics into a Draft NSWERS Research Agenda
 6. Refine Draft NSWERS Research Agenda into a Final Research Agenda
 7. Design an Approach for the Ongoing Maintenance and Management of the NSWERS Research Agenda
 8. Identify Core Data Elements Necessary to Support Operationalization



Research Agenda

- Leverage Strategic Plan in development
 - Mission – Integrate and organize Nebraska’s education and workforce data to inform decision making
 - Strategy 2.1.2 – Implement a Modern, Flexible and Scalable Analytics Unit
 - Research Agenda Framework that:
 - Expresses our Values
 - Anticipates Questions for Timely Response
 - Supports Decision Making
 - Decisions about what?



Standard Operating Procedures

- NSWERS Data Sharing & Management Policy
 - Complete draft for consideration April 26th
- Policy Outline:
 - Responsibilities of NSWERS
 - Responsibilities of NSWERS Partners
 - Protecting Privacy and Confidentiality
 - Disclosure of Data to NSWERS Partners
 - Disclosure of Data to NSWERS Affiliates
 - Disclosure of Data to External Researchers
 - Destruction of Data
 - Use of Data for NSWERS Research



NSWERS Data Request Decision Matrix

Data Request Characteristics				Data Request Determination			
Requestor	Student Relationship	Data Use Classification	Source Directory Information	NSWERS Approval	IRB Approval	Financial	Access
NSWERS Partner	Yes	Level 1 - Highly Restricted-Use	Yes	Approve	Not Required	No Cost	Export
			No	Executive Council	Not Required	No Cost	Online
		Level 2 - Restricted-Use	Yes	Approve	Not Required	No Cost	Export
			No	Approve	Not Required	No Cost	Export
		Level 3 - Public-Use	-	Approve	Not Required	No Cost	Export
	No	Level 1 - Highly Restricted-Use	Yes	Executive Council	At Processing	No Cost	Online
			No	Executive Council	At Processing	No Cost	Online
		Level 2 - Restricted-Use	Yes	Approve	At Processing	No Cost	Online
			No	Research Review Committee	At Processing	No Cost	Online
NSWERS Affiliate	Yes	Level 1 - Highly Restricted-Use	Yes	Approve	Not Required	No Cost	Export
			No	Reject	-	-	-
		Level 2 - Restricted-Use	Yes	Approve	At Processing	No Cost	Export
			No	Approve	At Processing	No Cost	Export
		Level 3 - Public-Use	-	Approve	Not Required	No Cost	Export
	No	Level 1 - Highly Restricted-Use	Yes	Reject	-	-	-
			No	Reject	-	-	-
		Level 2 - Restricted-Use	Yes	Approve	At Submission	Charge Fee	Online
			No	Research Review Committee	At Submission	Charge Fee	Online
External	Yes	Level 1 - Highly Restricted-Use	Yes	Reject	-	-	-
			No	Reject	-	-	-
		Level 2 - Restricted-Use	Yes	Approve	At Submission	Charge Fee	Online
			No	Research Review Committee	At Submission	Charge Fee	Online
		Level 3 - Public-Use	-	Approve	Not Required	Charge Fee	Export
	No	Level 1 - Highly Restricted-Use	Yes	Reject	-	-	-
			No	Reject	-	-	-
		Level 2 - Restricted-Use	Yes	Approve	At Submission	Charge Fee	Online
			No	Research Review Committee	At Submission	Charge Fee	Online
External	Yes	Level 1 - Highly Restricted-Use	Yes	Approve	Not Required	Charge Fee	Export
			No	Approve	Not Required	Charge Fee	Export
		Level 2 - Restricted-Use	Yes	Approve	At Submission	Charge Fee	Online
			No	Research Review Committee	At Submission	Charge Fee	Online
		Level 3 - Public-Use	-	Approve	Not Required	Charge Fee	Export
	No	Level 1 - Highly Restricted-Use	Yes	Reject	-	-	-
			No	Reject	-	-	-
		Level 2 - Restricted-Use	Yes	Approve	At Submission	Charge Fee	Online
			No	Research Review Committee	At Submission	Charge Fee	Online

*NOTE: Review 18 months following approval, fee structure to be reviewed each June for an effective rate of July 1 of the following year.





Skills

The capabilities of our organization.

NSWERS Positions

- Tier-One Hires:

- ETL/Database Development
 - Search successful
 - Employee starting March 15th
- Applications Development
 - Failed search
 - Reevaluate needs, tailor description and repost at a later date



NSWERS Strategic Plan: July 1, 2021 - June 30, 2023

Object	ID	Name	Description
Goal	1	Establish Data System	Establish NSWERS data system for sustainable insights.
Objective	1.1	Develop & Implement Foundational Elements	Develop the human capacity, technical infrastructures, policies and procedures necessary for operational success
Strategy	1.1.1	Define Organizational Strategies	Define core approach to accomplishing organizational goals via codified strategies and plans
Tactic	1.1.1.1	Strategic Approach	Develop Strategic Approach (Vision, Mission, Principles, and Goals)
Tactic	1.1.1.2	Strategic Plan	Develop Strategic Plan (+ Objectives, Strategies, Tactics)
Tactic	1.1.1.3	Strategic Direction	Develop Strategic Direction (+ Concept Model, Roadmap, Resource Plan)
Tactic	1.1.1.4	Legislative Report (LB 1160)	Develop LB 1160 Report
Tactic	1.1.1.5	NSWERS Budget	Create FY 2022 & FY 2023 Budgets
Tactic	1.1.1.6	Communications Plan	Create Communications Strategy
Tactic	1.1.1.7	Philanthropic Engagement	Review funding agreements and provide deliverables and reports as required
Tactic	1.1.1.8	Sustainable Funding Plan	Develop sustainable funding plan in collaboration with external relations personnel from NSWERS Partners
Strategy	1.1.2	Establish Organizational Structures	Establish structures to situate and coordinate work for efficient and effective operations
		Executive Council Business Operations and	
Tactic	1.1.2.1	Meeting Schedule	Establish regular meeting processes and schedule for NSWERS Executive Council
Tactic	1.1.2.2	NSWERS Advisory Committee	Establish and empanel NSWERS Advisory Committee
Tactic	1.1.2.3	NSWERS Management Council	Establish and empanel NSWERS Management Council
Tactic	1.1.2.4	Data & Technology Committee	Establish and empanel NSWERS Data & Technology Committee
Tactic	1.1.2.5	Research Review Committee	Establish and empanel NSWERS Research Review Committee
Tactic	1.1.2.6	Legal Counsel	Establish NSWERS legal counsel
Tactic	1.1.2.7	Audit Services	Establish NSWERS audit services
Tactic	1.1.2.8	Interlocal Phase Progression	Achieve full implementation of NSWERS interlocal upon completion of key 1.1 objectives
Strategy	1.1.3	Create and Implement Organizational System	Create and implement systems and processes that add value to the organization
Tactic	1.1.3.1	Define Responsibilities Across Organization	Create and adopt organizational responsibility matrix
Tactic	1.1.3.2	Board Policies	Create and adopt core operational policies of the NSWERS Executive Council
Tactic	1.1.3.3	Standard Operating Procedures	Create and adopt standard operating procedures for the NSWERS entity
Tactic	1.1.3.4	Information Agenda	Create and adopt a codified NSWERS information agenda to drive analytic activities and data system specifications
Tactic	1.1.3.5	Data Warehouse	Create and populate version 1.0 of the NSWERS data warehouse to power analytic activities
Tactic	1.1.3.6	Data Sharing Agreements	Create and complete data sharing agreements with NSWERS Partners and Affiliates
Tactic	1.1.3.7	Secure Insurance	Assess organizational risk profile and secure related insurance commensurate with needs
Tactic	1.1.3.8	Data Storage & Security	Identify and secure industry-grade data storage and security solution for POC and NSWERS Data Warehouse
Strategy	1.1.4	Acquire & Maintain Organizational Skills	Acquire the capabilities and skills required for organizational success
Tactic	1.1.4.1	Multi-Tier Staffing Approach	Create and execute a multi-tier staffing plan to identify and onboard talent as demands evolve
Tactic	1.1.4.2	Professional Development and Training	Identify and complete annual professional development/training to ensure industry-standard approaches
Tactic	1.1.4.3	Specialty Contract Support	Employ supplemental contracts to acquire specialty skills and supports
Tactic	1.1.4.4	Targeted Partnerships	Establish targeted partnerships focused on the subject-matter expertise required to complete research priorities
Objective	1.2	Define NSWERS Data Collection	Define NSWERS data collection to support research objectives and organizational goals
Strategy	1.2.1	Ensure the Interoperability of NSWERS Data	Ensure NSWERS systems and services to create, exchange and consume data via a common set of exchange formats
Tactic	1.2.1.1	Data Standard	Identify and implement an NSWERS Data Standard
Tactic	1.2.1.2	Data Architecture	Architect NSWERS Data Warehouse and related data stores consistent with the NSWERS Data Standard
Strategy	1.2.2	Leverage Nebraska Person ID System	Leverage the Nebraska Person ID System for Cross-Partner matching efforts.
Tactic	1.2.2.1	Unique ID	Adopt as the NSWERS unique identifier, and develop technical integrations with the Nebraska Department of Education's Person ID System
Strategy	1.2.3	Pursue Value-Add Partner Support Activities	Pursue value-add data collection opportunities for partner support.
Tactic	1.2.3.1	Partner and Affiliate Planning	Provide data and analytic solutions to support cross-system NSWERS Partner planning needs
Tactic	1.2.3.2	Accreditation and Regulatory Requirements	Provide data and analytic solutions to support system-wide accreditation and regulatory needs
Strategy	1.2.4	Leverage Public Domain Data Repositories	Leverage data from the public domain to supplement NSWERS Administrative Data
Tactic	1.2.4.1	United States Census Bureau	Utilize data from, among others sources, the United States Census Bureau's American Community Survey
Tactic	1.2.4.2	United States Department of Labor	Utilize data from, among others sources, the United States Department of Labor's Bureau of Labor Statistics

Strategy	1.2.5	Explore Methodologies for Auxiliary Data Collection	Explore methodologies to supplement NSWERS administrative data with auxiliary data necessary to execute on information agenda
Tactic	1.2.5.1	Auxiliary Data Collection	Supplement the NSWERS administrative data system with auxiliary data necessary to answer research questions
Objective	1.3	Design and Execute Data Acquisition	Create the technical and procedural processes necessary for acquiring quality data from
Strategy	1.3.1	Develop and Implement a Secure, Web-Based Portal	Develop a one-stop, web-based portal for NSWERS Partners, Affiliates and authorized users to communicate key tasks and needs.
Tactic	1.3.1.1	Web Portal	Create and implement a secure, online web portal to facilitate NSWERS Partner/Affiliate data submissions and sharing
Strategy	1.3.2	Leverage Industry-Standard Data Exchange Technologies	Leverage industry-standard data exchanged technologies to facilitate secure data transfer to and from NSWERS
Tactic	1.3.2.1	API(s)	Create and make available an NSWERS API(s) to facilitate public and secure data transfer
Strategy	1.3.3	Develop and Implement Quality Control Processes	Develop and implement quality control processes to ensure NSWERS data fitness of use
Tactic	1.3.3.1	Verification, Validation and Certification	Create and implement point source data quality processes, including verification, validation and certification of data
Strategy	1.3.4	Establish Annual Calendar	Establish dates and timelines necessary for the submission of data to NSWERS
Tactic	1.3.4.1	Data Submissions Calendar	Create and publish a calendar of key dates for data submission, quality audit, and certification
Objective	1.4	Optimize Data Processing and Protect Digital Assets	Ensure informational protection, privacy safeguards and cybersecurity
Strategy	1.4.1	Establish and Maintain a Robust Data Security Program	Protect the technical aspects of how NSWERS data are collected, stored, and transferred through the information technology infrastructure
Tactic	1.4.1.1	Physical Security	Make computing resources physically unavailable to unauthorized users
Tactic	1.4.1.2	Network Security	Map network and its connections to show the dependencies between applications, data and network layers to highlight potential vulnerabilities
Tactic	1.4.1.3	Secure Configurations	Security test and configure all software/hardware before adding them to the network
Tactic	1.4.1.4	Patch Management	Apply patches as part of comprehensive plan for system testing
Tactic	1.4.1.5	Two-factor Authentication	Implement two-factor authenticator process
Tactic	1.4.1.6	Access Control	Implement role-based security solutions, limits on length of data access, access to sensitive data and administrative privileges
Tactic	1.4.1.7	Encryption of Data	Encrypt sensitive data at rest and in transit
Tactic	1.4.1.8	Staff Security Training	Train staff regularly on industry-standard protocols for data security
Strategy	1.4.2	Implement a Comprehensive Program of Data Governance	Implement comprehensive program of data governance to ensure the overall availability, usability, integrity, quality, privacy and security of NSWERS data
Tactic	1.4.2.1	Decision-making Authority	Assign appropriate levels of authority to data stewards and proactively define the scope and limitation of that authority as a prerequisite to successful data management
Tactic	1.4.2.2	Standard Policies and Procedures	Adopt and enforce clear policies and procedures in a written data management plan
Tactic	1.4.2.3	Data Inventories	Conduct an inventory of all data that require protection, maintain an up-to-date inventory of sensitive records and data systems, and classify data by sensitivity
Tactic	1.4.2.4	Data Content Management	Manage data content by identifying the purposes for which data are collected, optimize data management processes, and ensure compliance with federal, state and local regulations
Tactic	1.4.2.5	Data Records Management	Specify appropriate managerial and user activities related to handling data
Tactic	1.4.2.6	Data Quality	Ensure that data are accurate, relevant, timely, and complete for intended purposes
Tactic	1.4.2.7	Data Access	Define and assign differentiated levels of data access to individuals based on their role and responsibility
Goal	2	Evaluate Efficacy	Evaluate the efficacy of Nebraska's education and workforce training systems
Objective	2.1	Create NSWERS Research Agenda	Create and publish an information agenda to prioritize and codify high-value research/decision topics and questions of interest
Strategy	2.1.1	Adopt Solutions for Timeliness, Relevance and Accuracy	Adopt solutions that anticipate questions for a timely response, support decision making with decision-relevant information, and motivates accuracy
Tactic	2.1.1.1	Secure Research Consultant	Contract with a research consulting firm to provide support, expertise and personnel to supplement NSWERS staff in the development an NSWERS Information Agenda
Tactic	2.1.1.2	Research Scan and Literature Review	Perform scan of research/decision agendas from NSWERS-like entities across the nation
Tactic	2.1.1.3	Information Agenda Framework	Define an initial framework and slate of research/decision questions/topics for use in the NSWERS Information Agenda
Tactic	2.1.1.4	Information Agenda Feedback	Facilitate and collect feedback from NSWERS Partners, members of the NSWERS Advisory Committee, and the Nebraska Unicameral for initial research/decision questions/topics
Tactic	2.1.1.5	Refine Research/Decision Questions	Capture, and where appropriate, integrate additional research/decision questions/topics gathered from feedback activities into the framework and slate of research/decision questions/topics
Tactic	2.1.1.6	Draft Information Agenda	Prioritize and codify research/decision questions/topics completed previously into a draft NSWERS Research Agenda
Tactic	2.1.1.7	Final Information Agenda	Create a final NSWERS Information Agenda for adoption and publication
Tactic	2.1.1.8	Information Agenda Management	Design and develop an approach for the ongoing maintenance and management of the NSWERS Information Agenda

Tactic	2.1.1.9	Operationalize Information Agenda	Identify the specific data elements necessary to operationalize research/decision and evaluation activities for each question/topic included in the final NSWERS Information Agenda
Objective	2.2	Establish Data Analysis and Prediction Operations	Establish NSWERS data analysis and prediction operations for the study of Nebraska's education and workforce training systems
Strategy	2.2.1	Implement a Modern, Flexible and Scalable Analytics Unit	Implement a modern, flexible, and scalable analytics environment designed to leverage the latest analytic tools and research methodologies for rapid-response and in-depth services
Tactic	2.2.1.1	Exploratory Research	Conduct exploratory research in support of the NSWERS research agenda development
Tactic	2.2.1.2	Descriptive Research	Conduct descriptive research in response to NSWERS research/decision questions
Tactic	2.2.1.3	Explanatory Research	Conduct explanatory research in response to NSWERS research/decision questions
Tactic	2.2.1.4	Predictive Analytics	Utilize predictive analytics in response to NSWERS information agenda questions and to inform decision making
Tactic	2.2.1.5	Forecasting Models	Utilize forecasting models and methodologies in response to NSWERS information agenda questions and to inform decision making
Tactic	2.2.1.6	Simulation Modeling	Utilize simulation modeling and methodologies in response to NSWERS information agenda questions and to inform decision making
Strategy	2.2.2	Establish Collaboration Opportunities and Cultivate Funding	Establish collaboration opportunities and cultivate funding streams that enable education-workforce program evaluation and project scale-up review
Tactic	2.2.2.1	System-Involved Youth	Create collaborations with organizations supporting Nebraska's systems-involved youth
Tactic	2.2.2.2	Priority Program Evaluation	Provide support for the evaluation of priority program outcomes, such as the Nebraska Math Partnership program
Strategy	2.2.3	Leverage the Capacity of NSWERS Partners and Affiliates	Leverage the capacity of NSWERS partners and affiliates to engage faculty and staff, students and parents, communities and regions across Nebraska
Tactic	2.2.3.1	Subject-matter Experts	Establish liaison and maintain counsel and collaboration with subject-matter experts aligned with the NSWERS Research Agenda
Tactic	2.2.3.2	Internships/Assistantships	Promote a vibrant internship/assistantship program and opportunities to advance the NSWERS Strategic Plan
Tactic	2.2.3.3	Partnerships for Community and Regional Vitality	Establish partnerships to leverage the NSWERS Data System to appraise community and regional needs/opportunities for education and workforce development supports
Objective	2.3	Report on Longitudinal Outcomes	Assess Nebraska's education and workforce training systems against an outcome framework
Strategy	2.3.1	Operationalize and Measure Education Outcomes	Track education outcomes by school and institution based on job placement - location (in-state/out-of-state), region (rural/urban), field of study/field of position, skills required, etc.
Tactic	2.3.1.1	On-Time High School Graduation Rates	Publish on-time high school graduation rates - the percentage of high school students that graduate within four years
Tactic	2.3.1.2	College-Going Rates	Publish college-going rates - the percentage of high school students who attend a two-year or four-year postsecondary institution
Tactic	2.3.1.3	Postsecondary Persistence Statistics	Publish postsecondary persistence - the percentage or number of postsecondary students who returned to a postsecondary institution after their first year, second year, etc.
Tactic	2.3.1.4	Postsecondary Graduation Statistics	Publish postsecondary graduation - the percentage of students who earn a postsecondary credential
Strategy	2.3.2	Operationalize and Measure Workforce Outcomes	Track workforce outcomes by school and institution based on job placement - location (in-state/out-of-state), region (rural/urban), field of study/field of position, skills required, etc.
Tactic	2.3.2.1	Time to Employment Statistics	Publish time to employment - the amount of time it takes for high school students and postsecondary graduates to obtain full-time employment
Tactic	2.3.2.2	Employment Location Information	Publish employment location - the location where students are obtaining employment (in Nebraska and surrounding states)
Tactic	2.3.2.3	Industry Placement Statistics	Publish industry placement - the industries in which employees obtain positions
Tactic	2.3.2.4	Employment Gap Statistics	Publish employment gaps - the percentage of program completers (supply) compared to the percentage of job openings (demand)
Objective	2.4	Release Data and Disseminate Research & Evaluation Findings	Provide machine-readable data and disseminate research and evaluation findings to inform decision making
Strategy	2.4.1	Establish and Maintain a data Clearinghouse to facilitate Data as a Product (DaaP) Enterprise	Establish and maintain an education-workforce information repository to disseminate NSWERS information, data, and metadata to partners, affiliates, and beyond
Tactic	2.4.1.1	Data to PK-12 Education	Provide data to PK-12 education to inform sound policy and practice, and to support reporting requirements
Tactic	2.4.1.2	Data to Postsecondary Education	Provide data to postsecondary education to inform sound policy and practice, and to support reporting requirements
Tactic	2.4.1.3	Data to Workforce Development Service Providers	Provide data to workforce development providers to inform sound policy and practice, and to support reporting requirements
Tactic	2.4.1.4	Data to Policymakers	Provide data to policymakers to inform sound policy and resource considerations
Tactic	2.4.1.5	Data to Researchers	Provide data to researchers to promote analytic activity in support of the NSWERS Research Agenda
Tactic	2.4.1.6	Data to Students, Parents, and Counselors	Provide data to students, parents and counselors to inform pathways for earning and learning in Nebraska
Strategy	2.4.2	Establish and Maintain Data as a Service (DaaS) Enterprise	Establish and maintain education-workforce information services to enhance data value with NSWERS partners, affiliates, and beyond.
Tactic	2.4.2.1	Credit Transfer & Articulation	Establish technical service to support the automation of credit articulation and transfer processes

Tactic	2.4.2.2	Industry Certification Review	Establish technical service to support the automation of industry certification credentials
Tactic	2.4.2.3	Career Exploration and Demand	Establish technical service to identify characteristics of successful entry/exit for Nebraska's in-demand careers and related predictive details
Strategy	2.4.3	Create or Acquire Communications Methods and Platforms	Create or acquire methods and platforms to communicate and deliver data through both public and secure channels
Tactic	2.4.3.1	Data Visualization Tools	Create a suite of web-based tools for data access and visualization available to the public and securely to NSWERS Partners
Strategy	2.4.4	Strengthen Awareness, Facilitate Collaborations and Drive System Improvements	Utilize NSWERS data and information to highlight and motivate decisions to spur education and workforce system improvements
Tactic	2.4.4.1	Data Use Culture	Establish a vibrant campaign to promote the use of NSWERS data, including a robust web presence, data discussions and policy briefs
Tactic	2.4.4.2	Decision Support	Leverage original data-use-by-design approach to build capacity for, and promote use of, NSWERS data for continuous improvement
Tactic	2.4.4.3	Track Tangible Changes	Quantify the impact of changes made using NSWERS data and related decision support mechanisms using, for example, ROI analyses

DRAFT as of 04/21/2021

TOTALS

Fiscal Year 2021-2022	
Expenses	Cost
TOTAL WAGES	\$ 636,325.00
TOTAL BENEFITS	\$ 335,874.02
TOTAL PERSONAL SERVICES	\$ 972,199.02
TOTAL OPERATING EXPENSES	\$ 51,635.00
TOTAL TRAVEL	\$ 26,675.00
TOTAL EQUIPMENT	\$ 30,000.00
TOTAL SOFTWARE	\$ 82,500.00
TOTAL CONTRACTUAL SERVICES	\$ 749,500.00
TOTAL	\$ 1,912,509.02

<u>FTE</u>	<u>POSITION TITLE</u>	<u>PG</u>	<u>2021-22 SALARY</u>
1	Executive Director	50	\$ 160,000.00
1	Administrative Specialist	44	\$ 13,000.00
1	Research Manager	49	\$ 105,300.00
1	Database/ETL Developer	48T	\$ 105,300.00
2	Researcher	48T	\$ 85,000.00
1	Communications Manager	49	\$ 56,250.00
1	Web Applications Developer	48T	\$ 78,975.00
1	Data Education/Change Management	48T	\$ 32,500.00
<u>COST ITEM</u>	<u>DESCRIPTION</u>		<u>COST</u>
511100	Permanent Salaries		\$ 636,325.00
511200	Temporary Salaries		\$ -
511300	Overtime		\$ -
511900	Supplemental Pay		\$ -
	Other		\$ -
	TOTAL WAGES		\$ 636,325.00
515100	Retirement		\$ 62,854.91
515200	FICA		\$ 48,678.86
515400	Life Insurance		\$ 108.00
515500	Health Insurance		\$ 217,752.00
516300	Employee Assist. Pgm.		\$ 117.00
516500	Workers Comp.		\$ 6,363.25
	Other Benefits		\$ -
	TOTAL BENEFITS		\$ 335,874.02
510000	TOTAL PERSONAL SERVICES		\$ 972,199.02
521100	Postage		\$ 4,500.00
521200	Communication		\$ 8,750.00
521400	Data Processing		\$ 12,150.00
521500	Publication/Printing		\$ 3,160.00
522100	Dues/Subscriptions		\$ 1,000.00
522200	Conference Registration		\$ 1,250.00
523100	Utilities		\$ -
524600	Office Rent		\$ -
525500	Other Rent		\$ -
532100	Non-Capitalized Equipment		\$ -
555200	Data Processing Software		\$ 12,500.00
527100	Repair/Maintenance		\$ 1,125.00
531100	Supplies		\$ 4,950.00
554900	Contractual Services		\$ 749,500.00
555200	Software		\$ 82,500.00
559100	Other Operating Expense		\$ 2,250.00
OPERATING TOTAL			\$ 883,635.00
<u>COST ITEM</u>	<u>DESCRIPTION</u>		<u>2021-22 COST</u>

571100	Board/Lodging	\$	8,220.00
572100	Commercial Travel	\$	5,520.00
573100	State-Owned Trans.	\$	9,755.00
574100	Personal Vehicle Mileage	\$	2,765.00
575100	Misc. Travel	\$	415.00
570000	TOTAL TRAVEL	\$	26,675.00
583000	Office Equipment	\$	-
583300	Data Processing Hardware	\$	30,000.00
	Other Capital Outlay	\$	-
580000	TOTAL EQUIPMENT	\$	30,000.00
TOTAL		\$	1,912,509.02
OPERATIONS SOURCES OF FUNDING			
	Funding Commitments	\$	1,557,653.00
	Estimated Carryover	\$	1,696,999.00
	TOTAL	\$	3,254,652.00
TOTAL		\$	1,342,142.98
FUNDING COMMITMENTS			
	Metro Community College	\$	70,000.00
	University of Nebraska	\$	137,823.00
	Peter Kiewit Foundation	\$	389,413.00
	Sherwood Foundation	\$	375,000.00
	William & Ruth Scott Foundation	\$	150,000.00
	Weitz Family Foundation	\$	50,000.00
	Susan T. Buffett Foundation	\$	150,000.00
	Walter & Suzanne Scott Foundation	\$	100,000.00
	Nebraska Department of Education	\$	135,417.00
TOTAL		\$	1,557,653.00

510000 Personal Services

Fiscal Year 2021-2022											
FTE	POSITION TITLE	PG	2021-2022 Salary	Retirement 2021-2022	Health Insurance 2021-2022	FICA	Life Insurance	EAP	Worker's Comp.	TOTAL	
	1 Executive Director	50	\$ 160,000.00	\$	15,804.48	\$	27,219.00	\$ 12,240.00	\$ 12.00	\$ 1,600.00	\$ 218,488.48
	1 Administrative Specialist	44	\$ 13,000.00	\$	1,284.11	\$	27,219.00	\$ 994.50	\$ 12.00	\$ 130.00	\$ 42,782.61
	1 Research Manager	49	\$ 105,300.00	\$	10,401.32	\$	27,219.00	\$ 8,055.45	\$ 12.00	\$ 1,053.00	\$ 153,106.77
	1 Database/ETL Developer	48T	\$ 105,300.00	\$	10,401.32	\$	27,219.00	\$ 8,055.45	\$ 12.00	\$ 1,053.00	\$ 153,106.77
	2 Researcher	48T	\$ 85,000.00	\$	8,396.13	\$	27,219.00	\$ 6,502.50	\$ 24.00	\$ 26.00	\$ 128,867.63
	1 Communications Manager	49	\$ 56,250.00	\$	5,556.26	\$	27,219.00	\$ 4,303.13	\$ 12.00	\$ 13.00	\$ 94,478.39
	1 Web Applications Developer	48T	\$ 78,975.00	\$	7,800.99	\$	27,219.00	\$ 6,041.59	\$ 12.00	\$ 13.00	\$ 121,641.08
	1 Data Education/Change Management	48T	\$ 32,500.00	\$	3,210.29	\$	27,219.00	\$ 2,486.25	\$ 12.00	\$ 325.00	\$ 66,090.54
	TOTAL	9	\$ 636,325.00	\$	62,854.91	\$	217,752.00	\$ 48,678.86	\$ 108.00	\$ 6,363.25	\$ 978,562.00
										\$ 636,325.00	\$ 335,874.02

520000 Operating Expenses

Fiscal Year 2021-2022				
Expenses	Detail	Cost/FTE	FTE	TOTAL
Postage		\$ 500.00	9	\$ 4,500.00
Communication	Local Service	\$ 300.00	9	\$ 2,700.00
Communication	Long Distance	\$ 450.00	9	\$ 4,050.00
Communication	Cell Phone/Hotspot	\$ 1,000.00	2	\$ 2,000.00
Data Processing	Educational Network Fee	\$ 1,300.00	9	\$ 11,700.00
Data Processing	Network Depreciation	\$ 50.00	9	\$ 450.00
Printing	Commercial Printing	\$ 1,000.00	9	\$ 1,000.00
Printing	Photocopy	\$ 240.00	9	\$ 2,160.00
Dues/Subscriptions		\$ 1,000.00	1	\$ 1,000.00
Conference Registration		\$ 250.00	5	\$ 1,250.00
Office Rent/Building Renewal	Professional Staff	\$ -	9	\$ -
Office Rent/Building Renewal	Support Staff	\$ -	0	\$ -
Data Processing Software	Enterprise Software	\$ 2,500.00	5	\$ 12,500.00
Repair/Maintenance		\$ 125.00	9	\$ 1,125.00
Supplies	First Program Year	\$ 550.00	9	\$ 4,950.00
Other Operating Expenses		\$ 250.00	9	\$ 2,250.00
TOTAL				\$ 51,635.00

570000 Travel

Fiscal Year 2021-2022									
Expenses	Detail	High Cost	High FTE	Medium Cost	Medium FTE	Low Cost	Low FTE	TOTAL	
Board/Lodging		\$ 2,575.00	2 \$	1,570.00	1 \$	500.00	3	\$	8,220.00
Commercial Travel		\$ 2,210.00	2 \$	1,100.00	1 \$	-	3	\$	5,520.00
State Owned Transportation		\$ 3,315.00	2 \$	2,000.00	1 \$	375.00	3	\$	9,755.00
Personal Mileage		\$ 715.00	2 \$	360.00	1 \$	325.00	3	\$	2,765.00
Miscellaneous Travel		\$ 165.00	2 \$	85.00	1 \$	-	3	\$	415.00
TOTAL		\$ 8,980.00	2 \$	5,115.00	1 \$	1,200.00	3	\$	26,675.00

580000 Office Equipment

Fiscal Year 2021-2022					
Expenses	Detail	Cost/FTE	FTE	TOTAL	
Office Equipment	Desk	\$	-	9	\$
Office Equipment	Chair	\$	-	9	\$
Office Equipment	File Cabinet	\$	-	9	\$
Office Equipment	Misc.	\$	-	9	\$
Office Equipment	Wall Partitions	\$	-	9	\$
Data Processing Hardware/Software	Standard Desktop	\$	-	3	\$
Data Processing Hardware/Software	Standard Laptop	\$	-	3	\$
Data Processing Hardware/Software	Standard Software	\$	-	6	\$
Power User	Power Desktop	\$	-	6	\$
Power User	Power Laptop	\$	-	6	\$
Power User	Power Software	\$	10,000.00	3	\$ 30,000.00
TOTAL				\$	\$ 30,000.00

555200 Software

Fiscal Year 2021-2022				
Expenses	Detail	Cost/FTE	FTE	TOTAL
Public Website (www.nswers.org)	Domain Name, Wordpress Website	\$ 2,500.00	-	\$ 2,500.00
Enterprise Software	Enterprise Software	\$ 80,000.00	-	\$ 80,000.00
TOTAL				\$ 82,500.00

554900 Contractual Services

Fiscal Year 2021-2022		
Expenses	Detail	Cost
Business Services & Support	NU Service Contract	\$ 85,000.00
Audit Services	TBD	\$ 25,000.00
Legal Counsel	KSB School Law	\$ 25,000.00
Insurance	Aon Risk Services (\$2M Public Officials and \$5M Cyber Liability policies)	\$ 30,000.00
Data Storage & Security	NU ITS, Microsoft Azure Cloud Storage and Utilization	\$ 30,000.00
Technical Consulting & Support	NSWERS Data System Development	\$ 500,000.00
Research Consulting & Support	Establish Data Analysis & Prediction Operation	\$ 100,000.00
Internships/Assistantships	Research and Technical Support	\$ -
Professional Development	Security, Technical, Methodological (\$500 * 9 FTE)	\$ 4,500.00
Meetings & Trainings	Executive & Management Councils, Advisory Committees, Data & Technical Committee, Research Review Board	\$ 5,000.00
Communications/Media		\$ 20,000.00
Data/Info Release & Dissemination		\$ 10,000.00
Partner Support Services		\$ -
TOTAL		\$ 749,500.00

Nebraska Statewide Workforce & Educational Reporting System (NSWERS)

Data Sharing and Management Guide

April 21, 2021 – Version 0.72

This guidance document pertains to the Nebraska Statewide Workforce and Educational Reporting System (NSWERS) under the authority of the NSWERS Executive Council. NSWERS operates as a public body corporate and politic of the State of Nebraska pursuant to the Interlocal Cooperation Act (Neb. Rev. Stat. §§ 13-801 to 13-827). The scope of the NSWERS Data System includes all elements and functions necessary for a comprehensive, sustainable, and robust lifelong learning and workforce longitudinal data system. As an administrative entity, NSWERS manages all matters related to the creation, communication, operation, security, maintenance, expansion, and use of the NSWERS Data System.

The NSWERS data system is managed by NSWERS staff, which adheres to the confidentiality requirements of both federal and state laws including, but not limited to, the Family Educational Rights and Privacy Act (FERPA), the Individuals with Disabilities Education Act (IDEA), the Protection of Pupil Rights Amendment (PPRA), the National School Lunch Act (NSLA). All of these laws and policies are essential to maintaining the confidentiality of individual records as they are collected and maintained at the NSWERS.

This guidance document contains information to ensure the privacy and confidentiality of individual records, and contains multiple sections as follows:

1. NSWERS Data System
2. Responsibilities of the NSWERS
3. Responsibilities of NSWERS Partners
4. Protecting Privacy and Confidentiality
5. Disclosure of Data to NSWERS Partners
6. Disclosure of Data to NSWERS Affiliates
7. Disclosure of Data to External Researchers
8. Destruction of Data
9. The Use of Data for NSWERS Research
10. Term Definitions
11. Acronym References
12. Appendices

1. The NSWERS Data System

The NSWERS exists to integrate and organize Nebraska's education and workforce data to inform decision making. The NSWERS Data System contains information about all public school districts and post-secondary institutions in Nebraska, including students in pre-kindergarten programs (programs for children prior to kindergarten), kindergarten programs, grades one (1) through twelve (12), two- and four-year postsecondary education, adult learners, and students receiving special education services through age twenty-one (21). It also contains information about school district and post-secondary institution personnel.

The purpose of collecting individual records is to provide access to statistical information that improves education- and workforce-decision making for teachers, trainers, administrators, policymakers, parents/guardians, and other education/workforce stakeholders as well as the general public. However, personally identifiable information is disclosed only to those persons with a legitimate interest who have a NSWERS Security Agreement (see Appendix B) form approved and are an authorized agent of the NSWERS.

The NSWERS Data System makes use of the Nebraska Department of Education's ADVISER Person ID system (NDE Student ID) of unique student identifiers. The ADVISER Person ID is unique for every Nebraska student such that:

1. Only one (1) student is ever assigned a particular number;
2. Once a student is assigned a number, that number is always associated with that student throughout his or her educational career; and
3. A student is only assigned one (1) number so that the student is not duplicated in education databases.

2. Responsibilities of the NSWERS

The NSWERS Executive Council is the designated authority to establish and maintain the NSWERS Data System and related system of data protection in accordance with FERPA and other relevant state and federal laws and regulations. All related administrative functions are the responsibility of the NSWERS Executive Director who may delegate certain functions to members of the NSWERS staff. The Executive Director, or his or her designee, is responsible for faithfully executing the policies and directives of the NSWERS Executive Council or seeing that they are executed by NSWERS staff.

The NSWERS publishes a Data Collection Calendar, along with instructions for data submission and certification, where applicable, on the NSWERS website (<https://nswers.org>). The NSWERS provides guidance and assistance to personnel from NSWERS Partner and Affiliate organizations as needed to complete data submissions.

The NSWERS is responsible for guaranteeing the security and confidentiality of the data maintained within the NSWERS Data System.

The NSWERS is responsible for ensuring that NSWERS Data System information is made available to those with a legitimate educational interest to access data for his/her job-related duties, and to guard against improper disclosure of the data.

NSWERS staff shall complete annual FERPA training. This helps ensure that NSWERS personnel comply with all aspects of FERPA, and engage in FERPA-compliant practices including:

- Sending emails that do not include personally identifiable information when trying to resolve a data-entry error.
- Sharing data files containing student identifiable information for audit, evaluation, or legitimate educational interests through the NSWERS's shared drives, or through a secure File Transfer Protocol (FTP).

NSWERS staff shall use appropriate measures to protect the confidentiality of individual records through training and outreach to NSWERS staff, NSWERS Partners and NSWERS Affiliates.

The NSWERS maintains a Data Dictionary and ensures that it is accurate, up-to-date, and available to accompany any reports generated. The NSWERS Data Dictionary contains the metadata (the data about the data) to increase understanding of the data elements themselves during data collection and data reporting. The metadata includes definitions, business rules, formatting information, the personnel who are responsible for defining the element, and justification/reporting requirements for collecting the data element.

NSWERS staff with access to individual-level information for the purposes of his or her duties must have a Security Access agreement (see Appendix B) on file. The Security Access agreement includes the specific aspect of data to which the individual has access, a justification as to the need for access, and the NSWERS Executive Director's signature indicating support for access and compliance with FERPA and the Data Sharing and Management Guidance. This

security form, with the proper signature signoffs, is the impetus for the creation of a user account with access to the limited information related to his/her position.

NSWERS staff ensure that public-use data are only displayed as aggregate reports for public views that suppress small cell sizes (as is the current public reporting standard). Data on individuals cannot be accessed by anyone at this public-use level.

NSWERS staff shall not create, collect, store, use, maintain, or disseminate private or confidential data on an individual in violation of federal or state law, and the dissemination of such data shall not be used for any purpose other than those already stated. If the NSWERS enters into a contract with a private individual or third party to perform any of the system manager functions, that agreement shall require that the data be protected by the same security rules, as well as any applicable FERPA or Health Insurance Portability and Accountability Act (HIPAA) protections.

Under this guidance, NSWERS personnel do not release private or confidential data except to the following parties or under the following conditions as stated in 34 CFR Part 99.31 Final Regulations for FERPA:

- School officials with a legitimate educational interest;
- Specified officials for audit or evaluation purposes;
- Organizations conducting certain studies for or on behalf of the state;
- Appropriate parties in connection with financial aid to a student;
- Accrediting organizations;
- To comply with a judicial order or lawfully issued subpoena;
- Appropriate officials in cases of health and safety emergencies; and
- State and local authorities, within a juvenile system, pursuant to specific state law.

Unless otherwise required by law, data are to be disclosed in these eight (8) circumstances only on the conditions that:

1. The party to whom the data are released does not disclose the information to any third party without the prior written consent of the NSWERS Executive Director or the NSWERS Partner/Affiliate from whom the data were received;
2. Only when the data are protected in a manner that does not permit the personal identification of an individual by anyone except the party referenced in the disclosure; and
3. The data are destroyed at the conclusion of the purposes under which the disclosure was granted.

The NSWERS Executive Director has responsibility for determining whether a data request for access to the records from the NSWERS Data System shall be granted consistent with this policy and for determining appropriate usage of individual data. If the request does not meet standards established by the NSWERS for the appropriate release of data, the request must be denied. (See Appendix A.)

In addition, the NSWERS Executive Director is also responsible for determining if personally identifiable information has been improperly disclosed by a NSWERS contractor.

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3. Responsibilities of NSWERS Partners & Affiliates

As the originators of the data residing within the NSWERS Data System, NSWERS Partners (the Nebraska Department of Education, the University of Nebraska, the Nebraska State Colleges, and each of Nebraska's six Community Colleges) and Affiliates (the Nebraska Department of Labor) are responsible for the accuracy, quality, completeness, and timeliness of the data.

NSWERS Partners and Affiliates shall adhere to NSWERS Reporting Standards and Data Collection Calendar as established by the NSWERS Management Council and approved by the NSWERS Executive Council. NSWERS Reporting Standards and Data Collection Calendar define applicable appeals windows and data collection dates.

NSWERS Partners and Affiliates must have a current data sharing agreement on file with NSWERS.

4. Protecting Privacy and Confidentiality

Federal law (specifically, the [Federal Educational Rights and Privacy Act of 1974](#), also known as “FERPA”) safeguards the confidentiality of individual student information. This law requires that educational institutions and state agencies maintain the confidentiality and privacy of personally identifiable information in student records. The U.S. Department of Education has created extensive regulations regarding implementation of FERPA under [Title 34, Part 99](#) of the Code of Federal Regulations. In some instances, data may also be protected by the Parts B and C of the federal [Individuals with Disabilities Education Act](#), also known as “IDEA”. Federal regulations regarding implementation of IDEA can be found in [Title 34, Part 300](#) and [Title 34, Part 303](#) of the Code of Federal Regulations. IDEA incorporates all the provisions of FERPA and adds eight additional requirements to safeguard privacy.

Workforce-related data are also protected and secured by federal law, such as [Section 303 of the Social Security Act](#), for which the U.S. Department of Labor has promulgated [Title 20, Part 603](#) of the Code of Federal Regulations. Furthermore, the federal [Workforce Innovation and Opportunity Act of 2014](#) prohibits the disclosure information collected under the auspices of the workforce development system that would “constitute a clearly unwarranted invasion of personal privacy.” In other words, the NSWERS cannot release or share information about individuals that would constitute an unwarranted invasion of privacy, even to advance its workforce development system. In compliance with all of these laws and regulations, the NSWERS only publishes aggregate information, and never information that can be used to identify individuals.

4.1 Privacy Resources

1. [A Spotlight for Student Data Use](#) - The Data Quality Campaign (DQC) has released this brochure that explains in a simple way the privacy laws that protect student data.
2. [Privacy Technical Assistance Center](#) - The U.S. Department of Education has created this website to help educators and parents understand the requirements of federal privacy laws.

4.2 NSWERS Data Use Classifications

The information published on the NSWERS website (<https://nswers.org>) contain no individual level information (information about individual persons). It only presents aggregate information (averages and group statistics). In addition, when the NSWERS collaborates with NSWERS Partners, NSWERS Affiliates, or external parties we ensure that data has been stripped of any personally identifiable information. In addition, we follow strict procedures to protect confidentiality per FERPA regulations and other state and federal requirements.

There are three kinds of data stored and used by the NSWERS:

1. Highly Restricted-Use Data (Level 1),
2. Restricted-Use Data (Level 2), and
3. Public-Use Data (Level 3).

Highly Restricted-Use Data (Level 1)

These are data that include information about the identity of individual students and employees. These data are strictly confidential and require specific procedures to protect confidentiality per FERPA regulations and other state and federal requirements. The NSWERS uses this information only for record matching purposes. This type of data is very rarely shared (and only under strict protocols) and is always kept secure.

Restricted-Use Data (Level 2)

These are data that contain individual records (e.g., individual academic scores, enrollment and graduation information, etc.), but contain no direct identifiers. Though stripped of direct identifiers, these data are still considered potentially identifiable, since it may be possible for someone with direct knowledge of students to identify a student by making inferences (e.g., a person of known race, gender, age, college enrollment, and high school experience might be identifiable).

Level 2 data are what the NSWERS shares with NSWERS Partners, Affiliates and external parties for research purposes, and strict precautions are undertaken to ensure privacy and security. NSWERS Partners, Affiliates, and external parties granted access to Level 2 NSWERS data must have the technical proficiency to keep data in a secure environment and understand laws and regulations related to data privacy, and must agree to strict protocols regarding the use of the data.

Public-Use Data (Level 3)

These are data that have been aggregated from Level 2 data, and which contain no individual level data. These forms of data are for public use and can be published. This includes, for example, the graduation rates of high schools and school districts, college admissions rates, average GPA of Nebraska students, etc., and any of the forms of data that are presented in research reports, dashboards, and other presentations on the NSWERS website.

Even here, though, precautions are taken to protect individual identities. When discussing the graduation rates of students of various demographics at a particular high school or district, for example, we might be able to say more about some groups of students than others. For example, we might be able to freely compare the graduation rates of White students with Hispanic or African American students, but if there were only six (6) or seven (7) Native American students in the cohort, we cannot say as much about them as a group. Revealing even aggregate information (such as averages) of a group that small might still allow people to infer information about individual students. In such cases, the NSWERS will suppress those values and statistics.

4.3 Confidentiality

To ensure the maintenance of confidentiality of the student records, this guidance includes four privacy and confidentiality protections in place at the NSWERS. These include assignment of a unique identifier, data security, restricted access, and cell suppression.

1. Assignment of a unique number, called the ADVISER Person ID, protects the confidentiality of individual student records in the NSWERS data system. This ID is NOT directory information.
2. Security includes the technical measures put into place by the NSWERS to ensure that records are not lost, stolen, vandalized, illegally accessed, or otherwise rendered useless or compromised.
3. Restricted access to the data is ensured through Security Agreements and role-specific access, which is consistent with the requirements of FERPA.
4. Cell suppression is implemented for public reporting purposes so that no individual can be identified by process of elimination where a group may include small numbers. Aggregate results do not show fewer than ten individual persons. No reports are produced with tables containing small enough cells such that individuals can be identified. Copies of reports are posted on the NSWERS website.

5. Disclosure of Data to NSWERS Partners

NSWERS Partners are those entities who are signatories to the NSWERS interlocal agreement.

NSWERS Partners may request data from the NSWERS Data System.

Data requests are either “approved”, “conditionally approved” subject to endorsement by the NSWERS Executive Council, “reviewed” for merit, or “rejected” based on the unique characteristics of the data request, as per the NSWERS Data Request Decision Matrix (see Appendix A).

Characteristics of the data request shall determine whether evidence of IRB approval is required, in addition to the type of data access granted (online only or export capability).

6. Disclosure of Data to NSWERS Affiliates

NSWERS Affiliates are those entities that contribute data to NSWERS Data System, but are not signatories to the NSWERS interlocal agreement.

NSWERS Affiliates may request data from the NSWERS Data System.

Data requests are either “approved”, “conditionally approved” subject to endorsement by the NSWERS Executive Council, “reviewed” for merit, or “rejected” based on the unique characteristics of the data request as per the NSWERS Data Request Decision Matrix (see Appendix A).

Characteristics of the data request shall determine whether and when evidence of IRB approval is required, the applicability of fees, as well as the type of data access granted (online only or export capability).

7. Disclosure of Data to External Parties

External parties include anyone requesting data from NSWERS who are not designated as either a NSWERS Partner or NSWERS Affiliate.

The NSWERS may grant data access to external parties for educational purposes, if:

- the research study meets specific criteria related to scientific merit and feasibility;
- the research is research the NSWERS would have otherwise conducted itself (as identified in the NSWERS research agenda);
- appropriate privacy, confidentiality, and security measures are ensured throughout the proposed research plan; and
- all necessary legal documentation is signed and in place.

The NSWERS uses a multi-step process to handle such requests. This process involves review by NSWERS staff but is facilitated chiefly by the NSWERS Management Council.

7.1 Data Request Process

To begin the process, external parties complete a Data Request (See Appendix C) online at <https://nswers.org>. Upon receipt, NSWERS staff review the request and determine if the information is already available on the public site. If so, the external party is contacted and directed to the source data. If, however, the request is to conduct research that requires data beyond what is available on the public website, the external party must complete and submit to the NSWERS Management Council a comprehensive Research Proposal Application (RPA) (See Appendix D). The RPA includes eight sections, each described below:

1. **Contact Information:**

The external party must designate a principal investigator and provide contact information for future electronic correspondence related to the project.

2. **Background Information about the Project:**

The external party must explain the objectives of the study including any hypotheses to be tested, provide anticipated start and end dates for the project, and indicate the source and amount of any funding supporting the project.

3. **Purpose of the Proposed Research:**

The external party must submit a narrative that explains why the research study is being conducted; how it will benefit Nebraska's education and/or workforce systems, the NSWERS, Nebraska educators, policy makers, or other parties; and a description of the benefits to study participants, if applicable.

4. **Research Questions and Design:**

The external party must submit its proposed research questions and describe the design of the study. External parties are required to provide enough detail so that the NSWERS Management Council can gauge the scientific rigor, merit, and feasibility of the study. External parties are encouraged to attach any formal documentation detailing the study design when applicable (e.g., an approved proposal from a funding organization).

5. Data Requested:

The RPA must contain a list of all requested data elements including the unit of analysis for each element and the school year(s) for which the data are being requested. The information in this section represents only what is initially requested by the external party and is subject to change prior to approval.

6. Proposed Data Collection Instruments/Protocols:

If the external party is proposing to collect additional data as part of the study (e.g., surveys, interviews, focus groups, administer tests, etc.), each proposed instrument/protocol must be described. Draft copies of the instruments/protocols must be attached to the RPA for the committee's review.

7. Human Subjects Protection:

The external party must provide evidence of Institutional Review Board (IRB) approval upon submission of a data request to the NSWERS. Additionally, external parties must also describe the training that study investigators/co-investigators have completed and may be asked to provide evidence of its successful completion via any applicable certificates. External parties must also describe in detail the security procedures that will be utilized to protect the confidentiality of the information provided as part of the project, describing who will have access to the data, how information will be stored, and how the data will be destroyed at the conclusion of the project.

8. Reporting:

The external party must provide a list of all anticipated reports, the audience for each report, anticipated completion dates and any dissemination plans.

The NSWERS Management Council utilizes a quarterly cycle to consider all completed RPAs. This cycle is used to allow sufficient time to comprehensively evaluate all received RPAs and negotiate all required security agreements prior to data release. The dates for NSWERS Management Council review cycles are as follows:

<u>Cycle</u>	<u>Application Due Date</u>
Winter	No later than February 15
Spring	No later than May 15
Summer	No later than August 15
Fall	No later than November 15

*When the due date falls on a weekend or holiday, it is extended to the next available business day.

Following the application due date, each RPA is considered on a case-by-case basis to determine if the request is in accordance with federal and state laws. The NSWERS Management Council begins the review process by examining the scientific merit and feasibility of the study as proposed by the external party. During this review period, the NSWERS Management Council may contact the external party for additional details regarding its RPA. Once all committee members have reviewed the proposal, the NSWERS Management Council drafts a

Recommendation Memorandum for each received RPA. The recommendation memorandum includes:

1. an overview of the proposed project,
2. any special considerations specific to the project (usually related to privacy or level of effort),
3. a summary of the anticipated benefits of participating in the study,
4. the anticipated level of effort on the part of NSWERS Partners, NSWERS Affiliates, and NSWERS staff directly if the study were to commence, and
5. a recommendation on whether or not to participate in the study.

The recommendations are then shared with the NSWERS Executive Director for final consideration and approval or rejection.

7.2 Data Disclosure Agreement

For any rejected proposal, the process is terminated. The external party is notified of its right to resubmit via a letter which explains the reasons for its study's rejection. For all approved RPAs, the NSWERS staff then works with each external party and NSWERS legal counsel to draft a comprehensive Data Disclosure Agreement (DDA) (See Appendix E). This document embodies the security components enumerated previously and includes eleven (11) major sections, as follows:

1. Data Provided
2. Information Subject to the Agreement
3. Individuals Who May Have Access to Target Data
4. Limitations on Disclosure
5. Procedural Requirements
6. Security Requirements
7. Termination of the Agreement
8. Miscellaneous Provisions
9. Signature Page
10. Research Proposal Application (see above)
11. Acknowledgement of Confidentiality Requirements

The DDA is a legally binding document that authorizes the external party, as an agent of the NSWERS, to conduct research on its behalf. The DDA details the external party's responsibilities with respect to protecting the privacy of the individuals whose information are being provided as part of the study. This document also includes a signed Acknowledgement of Confidentiality Requirements for all individuals who will have access to the data provided. This document is an assurance from the external party that it:

1. cannot use, reveal, or in any other manner disclose any personally identifiable information furnished, acquired, retrieved, derived, or assembled by themselves or others for any purpose other than those purposes specified in the RPA for the research project, and

2. must comply with FERPA and NSWERS Executive Council policy related to data sharing.

NSWERS legal counsel is involved in the development of all DDAs to ensure legal requirements are met. If during the DDA development process, the NSWERS and the external party cannot come to agreement on critical aspects of the agreement, the project is terminated and does not commence. No data are released until the DDA has been signed by the external party and all applicable parties at the NSWERS. The external party must sign the DDA first. It is also important to note that the release of individual data to external parties is considered a loan of data (i.e., the recipients do not have ownership of the data). External parties are required to validate destruction of the data through the submission of the Data Destruction Assurance (See Appendix F) Form once the research is completed as part of their signed agreements. The end date for the project is identified in the approved RPA.

The Executive Director of the NSWERS maintains a copy of all RPAs, DDAs, and associated materials for each external party project. To see the typical steps in the review process of a research request that is submitted external to the NSWERS, please see Figure 1.

Figure 1. Typical steps involved in a research request external to the NSWERS

Step	Action
1.	Researcher requests data for the purposes of research; if research, and if requesting data not publicly available, researcher must complete and submit the Research Proposal Application
2.	Management Council is convened at next available submission cycle to consider requests.
3.	If there are questions about the study, the Management Council requests a meeting with the principal investigator (PI) to discuss the concerns.
4.	Management Council determines recommendation and writes memo for the NSWERS Executive Director to consider.
6.	The Executive Director revises the memo (if necessary) and sends the memo notifying PI of study approval status.
8.	Executive Director and PI Develop Data Disclosure Agreement and any other necessary documents with NSWERS Legal Counsel.
9.	PI has initial consultation with the Executive Director and a Management Council member.
10.	The NSWERS develops an internal project plan and data fulfillment plan including good faith estimate for data fulfillment cost (where applicable).
11.	Payment is received based upon 50% of Good Faith Estimate, if applicable.
12.	The NSWERS fulfills the data request in the manner specified in the internal project plan.
13.	Data are securely made available or transferred to the researcher.
14.	Payment is received for remaining costs, if applicable
15.	The NSWERS reviews publications from the researcher prior to dissemination.

16.	Data are destroyed at conclusion of project under Executive Director supervision; Data Destruction Assurance Form is completed by the Researcher and submitted to the NSWERS for verification.
17.	If the research report is publicly available, Researcher provides a link for archival on the NSWERS website.

This process is necessary to:

- ensure adherence to FERPA and the protection of student data;
- enter into binding agreements with external parties to ensure the protection of privacy and data; and
- ensure that all parties involved are proceeding appropriately as data sharing is a serious and sensitive matter.

8. Destruction of Data

Under the NSWERS supervision, Partners, Affiliates and external parties shall destroy NSWERS data including all copies, whether electronic or paper, when the research described in the Research Proposal Application concludes, or the Data Disclosure Agreement terminates, whichever occurs first. Anyone granted access to NSWERS data must complete the Data Destruction Assurance Form (see Appendix F) and submit it to the NSWERS for archival.

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9. The Use of Data for NSWERS Research

The NSWERS routinely uses data from the NSWERS Data System and auxiliary information to conduct ongoing program evaluation and research consistent with the NSWERS research agenda. This work is conducted by trained NSWERS staff. The goal is to provide scientifically rigorous, independent, and objective research and program evaluation for Nebraska's education and workforce training systems. In so doing, the NSWERS works to assist policy makers and program staff in using data during program planning, implementation, and decision-making phases to maximize effectiveness.

10. Term Definitions

The following definitions are derived from these and other related documents.

Access means to view, print, download, copy, or otherwise retrieve data from a computer, computer system, or computer network.

Confidential data means information that would tend, by itself or with other information, to identify particular person(s). Confidential data include, but are not limited to, information which is intended for the use of a particular person/group and whose unauthorized disclosure could be prejudicial to the individual it identifies.

Confidentiality refers to an agency's obligation not to disclose or transmit information about individual students to unauthorized parties. Confidentiality consists of the measures used by an authorized agency to protect how personally identifiable information is collected and maintained and when consent by the student or his or her parent/guardian is required to release information.

Data Governance is the processes and systems that govern the quality, collection, management, and protection of data to ensure a single source of the truth. The NSWERS Data Governance Structure, which supports the development and implementation of data governance, is composed of the:

- NSWERS Executive Council
- NSWERS Management Council
- NSWERS Executive Director and Staff

Directory Information, as defined by FERPA, is information contained in the education records of a student that would not generally be considered harmful or an invasion of privacy if disclosed. Typically, "directory information" includes information such as name, address, telephone listing, participation in officially recognized activities and sports, and dates of attendance. A school may disclose "directory information" to third parties without consent if it has given public notice of the types of information which it has designated as "directory information," the parent's/guardian's or eligible student's right to restrict the disclosure of such information, and the period of time within which a parent/guardian or eligible student has to notify the school in writing that he or she does not want any or all of those types of information designated as "directory information" disclosed. The means of notification could include publication in various sources, including a newsletter, in a local newspaper, or in the student handbook. The school could also include the "directory information" notification as part of the general notification of rights under FERPA. The school does not have to notify a parent/guardian or eligible student individually. (34 CFR § 99.37.) Directory information does not include a student's social security number or student identification (ID) number, except when a student ID number, user ID, or other unique personal identifier is used by the student for purposes of accessing or communicating in electronic systems, but only if the identifier cannot be used to gain access to education records except when used in conjunction with one or more factors that authenticate the user's identity, such as a personal identification number (PIN), password, or other factor known or possessed only by the authorized user.

Disclosure means to permit access to, release, transfer, or otherwise communicate personally identifiable information contained in education records to any party, by any means, including oral, written, or electronic means.

Family Educational Rights and Privacy Act (FERPA) is a federal law that affords parents/guardians the right to have access to their children's education records, the right to seek to have the records amended, and the right to have some control over the disclosure of personally identifiable information from the education records. When a student turns eighteen (18) years old, or enters a postsecondary institution at any age, the rights under FERPA transfer from the parents/guardians to the student ("eligible student"). The FERPA statute is found at 20 U.S.C. § 1232g and the FERPA regulations are found at 34 CFR Part 99.

Health Insurance Portability and Accountability Act of 1996 (HIPAA) provides federal protections for individually identifiable health information held by covered entities and their business associates and gives patients an array of rights with respect to that information. At the same time, the Privacy Rule is balanced so that it permits the disclosure of health information needed for patient care and other important purposes.

Individuals with Disabilities Education Act (IDEA) is a law ensuring services to children with disabilities throughout the nation. IDEA governs how states and public agencies provide early intervention, special education and related services to more than 6.5 million eligible infants, toddlers, children and youth with disabilities.

National School Lunch Program (NSLP) is a federally assisted meal program operating in public and nonprofit private schools and residential childcare institutions. It provides nutritionally balanced, low-cost, or free lunches to children each school day. The program was established under the National School Lunch Act, signed by President Harry Truman in 1946.

Personally identifiable information (PII) includes, but is not limited to: the student's name; the name of the student's parent/guardian or other family member; the address of the student or student's family; a personal identifier, such as the state student identifier; personal characteristics or other information that would make the student's identity easily traceable. A small set of this information is used for assigning identifiers and for identifying students who have transferred from another district within the state or who have returned to the state who already have identifiers.

Privacy refers to an individual's right to freedom from intrusion due to disclosure of information without his or her consent.

Privacy Technical Assistance Center (PTAC), a branch of the U.S. Department of Education, offers technical assistance to State educational agencies, local educational agencies, and institutions of higher education related to the privacy, security, and confidentiality of student records. PTAC was created to respond to the need for clarification for states and other education stakeholders on policy, technical/data security, and legal issues about student privacy. For additional information, FAQs, and other resources, please visit PTAC's website: <http://ptac.ed.gov>.

Protection of Pupil Rights Amendment (PPRA) (20 U.S.C. § 1232h; 34 CFR Part 98) applies to programs that receive funding from the U.S. Department of Education (ED). PPRA is intended to protect the rights of parents/guardians and students in two ways:

- It seeks to ensure that schools and contractors make instructional materials available for inspection by parents/guardians if those materials will be used in connection with an ED-funded survey, analysis, or evaluation in which their children participate; and
- It seeks to ensure that schools and contractors obtain written parental consent before minor students are required to participate in any ED-funded survey, analysis, or evaluation that reveals information concerning:
 1. Political affiliations;
 2. Mental and psychological problems potentially embarrassing to the student and his/her family;
 3. Sex behavior and attitudes;
 4. Illegal, anti-social, self-incriminating and demeaning behavior;
 5. Critical appraisals of other individuals with whom respondents have close family relationships;
 6. Legally recognized privileged or analogous relationships, such as those of lawyers, physicians, and ministers; or
 7. Income (other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such program).

Nebraska Statewide Workforce & Educational Reporting System (NSWERS) is the public body corporate and politic of the State of Nebraska pursuant to the Interlocal Cooperation Act (Neb. Rev. Stat. §§ 13-801 to 13-827) for which this guidance document applies.

11. Acronym References

DDA	Data Disclosure Agreement
DGC	Data Governance Committee
DMA	Data Management Analysis
USED	U.S. Department of Education
ESEA	Elementary and Secondary Education Act
FERPA	Family Educational Rights and Privacy Act
FTP	File Transfer Protocol
HHS	Health and Human Services
HIPAA	Health Insurance Portability and Accountability Act Human Protection Program
IDEA	Individuals with Disabilities Education Act
IRB	Institutional Review Board
LEA	Local Education Agency
MOU	Memorandum of Understanding
NSLA	National School Lunch Act
NSLP	National School Lunch Program
OHRP	Office of Human Research Protection
PII	Personal Identifiable Information
PI	Principal Investigator
PTAC	Privacy Technical Assistance Center
PPRA	Protection of Pupil Rights Amendment
ESU	Educational Service Unit
RPA	Research Proposal Application
NSWERS	Nebraska Statewide Workforce and Educational Reporting System

APPENDIX A

NSWERS DATA REQUEST DECISION MATRIX

NSWERS Data Request Decision Matrix							
Data Request Characteristics				Data Request Determination			
Requestor	Student Relationship	Data Use Classification	Source Directory Information	NSWERS Approval	IRB Approval	Financial	Access
NSWERS Partner	Yes	Level 1 - Highly Restricted-Use	Yes	Approve	Not Required	No Cost	Export
			No	Conditional Approve	Not Required	No Cost	Online
		Level 2 - Restricted-Use	Yes	Approve	Not Required	No Cost	Export
			No	Approve	Not Required	No Cost	Export
	No	Level 3 - Public-Use	-	Approve	Not Required	No Cost	Export
			Level 1 - Highly Restricted-Use	Yes	Conditional Approve	At Processing	No Cost
		Level 2 - Restricted-Use	No	Conditional Approve	At Processing	No Cost	Online
			Yes	Conditional Approve	At Processing	No Cost	Online
NSWERS Affiliate	Yes	Level 1 - Highly Restricted-Use	Yes	Reject	-	-	-
			No	Reject	-	-	-
		Level 2 - Restricted-Use	Yes	Approve	At Processing	No Cost	Export
			No	Approve	At Processing	No Cost	Export
	No	Level 3 - Public-Use	-	Approve	Not Required	No Cost	Export
			Level 1 - Highly Restricted-Use	Yes	Reject	-	-
		Level 2 - Restricted-Use	No	Reject	-	-	-
			Yes	Approve	At Submission	Charge Fee	Online
External	Yes	Level 1 - Highly Restricted-Use	No	Review	At Submission	Charge Fee	Online
			Yes	Approve	Not Required	Charge Fee	Export
		Level 2 - Restricted-Use	-	Approve	Not Required	Charge Fee	Export
			Level 3 - Public-Use	Yes	Reject	-	-
	No	Level 1 - Highly Restricted-Use	No	Reject	-	-	-
			Yes	Approve	At Submission	Charge Fee	Online
		Level 2 - Restricted-Use	No	Review	At Submission	Charge Fee	Online
			Yes	Approve	Not Required	Charge Fee	Export
*NOTE: Review 18 months following approval, fee structure to be reviewed each June for an effective rate of July 1 of the following year.							

*NOTE: Review 18 months following approval, fee structure to be reviewed each June for an effective rate of July 1 of the following year.

APPENDIX B

NSWERS SECURITY AGREEMENT TO ACCESS DATA

By submitting this form, you agree to treat all data in accordance with the Freedom of Information Act (FOIA), the Privacy Act, the Family Educational Rights and Privacy Act (FERPA), and the NSWERS Data Access and Management Guidance. Of particular importance in handling the data is the understanding of statistical cutoffs and restricted access. Every effort must be made to protect the identity of individual students.

Furthermore, you agree to observe the appropriate levels of disclosure when entering, transferring, storing, manipulating, transforming, analyzing, viewing, or otherwise working with these data. You further agree to use considerable care when engaging in the following types of activities that could lead to the disclosure of personally identifiable information:

- discussing, publishing, or otherwise disseminating information gathered or reviewed;
- transferring data or allowing data to be transferred from the NSWERS;
- unsecurely disposing of printed information (which must be avoided).

Justification:

This section should explain why this user needs access to the data specified in the application. Please be specific when describing the user's job and responsibilities, which data he/she will be using, and how the data will be used.

Sample Justification:

For Level 1a Access: "Access is needed to view and provide technical assistance to postsecondary institutions for the annual NSWERS Data Collection."

Data Access Levels

Level 1: (primarily Data Management and Analysis staff members): System administration rights

Level 1a: View access to named components of the NSWERS on the web

Please type or print clearly; otherwise, the processing of your form may be delayed. You will receive an email when your form has been processed.

Step 1. For the authorized individual:

Enter your name, the details of the access being requested, the justification for your access, and your signature. By signing this security agreement, you agree to observe this level of data security when utilizing NSWERS data sets, and further agree to appropriately utilize the data in the strictest of confidence. Sharing of any personally identifiable information with unauthorized parties constitutes an illegal act and is subject to penalties imposed under FERPA. By signing this agreement, you accept the NSWERS Data Sharing and Management Policy.

Name:	Enter Text
Phone:	Enter Text
Email:	Enter Text
Justification:	Enter Text
Data Requested:	Enter Text
Data Access Level:	Level 1 (system admin) or Level 2 (view access)
Signature:	
Date:	Enter Date

Step 2. For the office lead/director:

I acknowledge and assure that my office/company will adhere to the conditions set forth in this security agreement when working with any data provided by the NSWERS, and will immediately notify the NSWERS Executive Director if and when a breach in security is evident by my agency or a third-party representative. I further authorize the individual in Step 1 to utilize the data in the course of his/her duties and ensure that he/she has read and agreed to the conditions of this data disclosure.

Lead/Director Name:	Enter Text
Signature:	
Office:	Enter Text
Date:	Enter Date

Step 3. Deliver this original form to Dr. Matthew Hastings, Executive Director, NSWERS, 3835 Holdrege Street, 142 Varner Hall, Lincoln, NE 68583-0743. Original signatures are required. You do not need to deliver the instructions page. Please allow 7-10 business days for processing.

For Official Use Only

NSWERS

Executive Director:	Enter Text
Signature:	

Date:	Enter Date
--------------	------------

NSWERS Legal Counsel

Name:	Enter Text
Signature:	
Date:	Enter Date

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Appendix C

NSWERS DATA REQUEST

The data you are looking for may already be available on the NSWERS website. Please review the data at the following URL prior to submitting this request for data <https://nswers.org/>. Data will only be provided from Certified Data Collections. See NSWERS Data Collection Calendar at <http://nswers.org/>.

Requestor's Name:	Enter Text
Dept./Company/Institution:	Enter Text
Requestor's Affiliation:	Enter Text
Phone:	Enter Text
Email:	Enter Text
Date Submitted:	Enter Date
Description of Data Being Requested. (Please use specific field names when known):	Enter Text
Reason for the Data Request and how the data will be used. (Please describe and be specific):	
Reporting/Publication Details (Please select any that apply):	
School/Academic Year(s) for which data are requested:	
Type of Data (Please select any that apply):	State Level Data: [] District Level Data: [] School Data: [] Institution Level Data: [] Teacher/Administrator Data: [] *Individual Level Data: [] Other (please describe): []
Special Considerations/Notes Regarding Your Data Request (Optional):	Enter Text
Note: for individual-level data our minimum n-size = 10. All cells with less than ten (10) individuals will be suppressed to protect privacy.	
If there are costs involved in the fulfillment of your above request for data, NSWERS will provide you with a time/cost estimate prior to moving forward with the request.	

Please email the completed form to matt.hastings@nswers.org.

*Individual data are only available in aggregate and/or de-identified formats. Pursuant to FERPA, no personally identifiable information will be released to external parties without prior parental consent except when subject to formal research agreements where all parties are legally bound to the terms of a Data Disclosure Agreement.

APPENDIX D**THE NSWERS RESEARCH PROPOSAL APPLICATION**

The NSWERS has developed a process whereby external researchers may request extant data from the NSWERS to conduct research and program evaluation studies germane to the NSWERS mission and stated research agenda. All individuals or organizations requesting access to these data must complete this Research Application and submit it to the NSWERS for review. If the project is approved and the data requested are available, a Data Disclosure Agreement will be developed and must be signed prior to the release of any potentially identifiable student data. Please complete each section of the application fully. If any fields are left blank, the application will not be considered.

Section I. Your Contact Information

Name of Principal Investigator or Requestor: _____

Organization (If applicable): _____

Phone Number: _____

Email Address: _____

Address: _____

City: _____

State: _____

Zip Code: _____

Today's Date: _____

Section II. Background Information About Your Project

1. What is the title of your study?

2. Provide a brief overview of the objectives of your study (please summarize each objective succinctly). If you have hypotheses you will be testing, please list them here.

3. When do you anticipate beginning and completing your research project?

Project Start Date: _____

Project End Date: _____

4. If your study is externally funded (e.g., foundation, government contract, or grant), please indicate the source(s) and amount(s) of the funding.

Section III. Purpose of the Proposed Research

1. Why is the study being conducted?
2. What potential benefits will this study have for the NSWERS, our local school systems, educators, policy makers, or researchers?
3. What are the anticipated benefits of the proposed study to study participants?

Section IV. Research Questions and Design

1. Please list your research/evaluation questions below.

1 _____

2 _____

3 _____

4 _____

5 _____

6 _____

7 _____

8 _____

9 _____

10 _____

2. Describe the design of the proposed study and the methodology that will be used to address each of the aforementioned research questions. Use enough detail to ensure the NSWERS can assess the extent to which your proposed research project will meet the objectives you have provided in Section II of this application. Describe the population to be studied, data collection, analysis, and interpretation procedures to be used. Use as much space as necessary. You may also include attachments if relevant.

Section V. Data Requested

1. To the best of your ability, please list the data elements you are requesting in order to complete the proposed research project. For each data element, please also list the unit(s) of analysis for your research (e.g., student, school, district, etc.) and the school year(s) for which you are requesting information.

Data Element	Unit(s) of Analysis	School Years for Which Data Are Being Requested

Section VI. Proposed Data Collection Instruments/Protocols

1. If you intend to deploy additional data collection instruments/protocols as part of your research/evaluation project, please list them below including the audience from whom you intend to collect this information. Draft versions of these data collection instruments, if available, must be attached to this application.

Proposed Data Collection Instruments/Protocols

	Instrument/Protocol	Audience	Notes
1			
2			
3			
4			
5			
6			
7			

Section VII. Human Subjects Protection

1. How will Institutional Review Board (IRB) approval be addressed in the proposed research/evaluation study? If your project has already been approved by an IRB or if an IRB has designated your project to be “exempt,” please provide evidence of the IRB’s review. If you do not plan to conduct an IRB review, please indicate why this project does not meet the definition of “research.”

2. Describe training the study investigators/co-investigators have received regarding the protection of human subjects/confidentiality.

3. Describe the security procedures that will be utilized to protect the security of the information provided by the NSWERS for this project. Who will have access? How will information be stored and for what period of time? When and how will data be destroyed?

Section VIII. Reporting

1. For each anticipated report, provide the following information.

Report Title (e.g. Year 1 Report, Final Report)	Audience	Anticipated Completion Date	Dissemination Plans

Please submit your completed application to:

Dr. Matthew Hastings, Executive Director
 Nebraska Statewide Workforce & Educational Reporting System (NSWERS)
 901 N 17th
 NH W 208
 Lincoln, NE 68583-0524

FOR NSWERS USE ONLY

Proposal No.

Reviewer Name

Review Date

Approval Status YES NO

Signature

APPENDIX E

THE NSWERS DATA DISCLOSURE AGREEMENT

WHEREAS, the Nebraska Statewide Workforce & Educational Reporting System (NSWERS) has collected certain data containing confidential personally-identifiable information (PII) that the NSWERS is mandated by federal and state law to protect their confidentiality;

WHEREAS, the NSWERS is willing to make such data available for research and analysis purposes to improve instruction in public elementary and secondary schools, but only if the data are used and protected in accordance with the terms and conditions stated in this Agreement; and

WHEREAS, The **INSERT NAME OF RESEARCH ORGANIZATION(S) HERE** desire to **INSERT PURPOSE OF RESEARCH STUDY HERE** requiring individual student data from the NSWERS.

Now therefore, it is agreed that:

The **INSERT NAME OF RESEARCH ORGANIZATION(S) HERE**, hereinafter referred to as the “Researchers” and the NSWERS that:

I. DATA PROVIDED

The NSWERS will provide the Researchers with the following data:

INSERT COMPREHENSIVE LIST OF REQUESTED DATA ELEMENTS HERE:

If additional data elements are needed and are available, an addendum to this agreement will be drafted without the need to modify it.

II. INFORMATION SUBJECT TO THIS AGREEMENT

- a. All data containing PII collected by or on behalf of the NSWERS that are provided to the Researchers and all information derived from those data, and all data resulting from merges, matches, or other uses of the data provided by the NSWERS with other data, are subject to this Agreement (referred to herein as the “target data”). The target data under this Agreement may be provided in various forms including but not limited to written or printed documents, computer tapes, diskettes, CD-ROMs, hard copy, or encrypted files.
- b. The Researcher may use the target data only for the purposes stated in the Research Proposal Application which is attached hereto and made a part of this Agreement as though set forth fully therein (marked as Attachment 1), and is subject to the limitation imposed under the provisions of this Agreement, which is intended to and does comply with the Family Education Rights and Privacy Act (FERPA) and its regulations, attached as an Addendum to this Agreement.

III. INDIVIDUALS WHO MAY HAVE ACCESS TO TARGET DATA

The Researchers agree to limit and restrict access to the target data to the following three categories of individuals:

- a. The Project Leader in charge of the day-to-day operations of the research and who are the research liaisons with the NSWERS, whose name is set forth in the Research Proposal Application.
- b. The Professional/Technical staff in charge of the research under this Agreement, whose names are listed in the Research Proposal Application.
- c. Support staff including secretaries, typists, computer technicians, etc., but only to the extent necessary to support the research.

IV. LIMITATIONS ON DISCLOSURE

- a. The Researchers shall not use or disclose the target data for any purpose not expressly stated in the Research Proposal Application approved by the NSWERS, unless the Researchers have obtained advance written approval from the NSWERS.
- b. The Researchers may publish the results, analysis, or other information developed as a result of any research based on the target data made available under this Agreement only with advance written approval from the NSWERS. The Researchers shall submit publication requests to the NSWERS in writing. Such requests shall include a full copy of the content to be considered for publication. The NSWERS will review publication requests on a case-by-case basis. Under no circumstances will the NSWERS be obligated to approve a publication request from the Researchers. Any such data, results, analysis, or information published consistent with this paragraph shall be in summary or aggregate form, ensuring that no PII is disclosed. The NSWERS has established ten (10) as the minimal cell size that maybe reported or published.

V. PROCEDURAL REQUIREMENTS

- a. The research and analysis conducted under this Agreement shall be limited to, and consistent with, the purposes stated in the Research Proposal Application.
- b. Notice of and training on confidentiality and nondisclosure.
 - i. The Researchers shall notify and train each of its employees who will have access to the target data of the strict confidentiality of such data, and shall require each of those employees to execute an Acknowledgement of Confidentiality Requirements.
 - ii. The Researchers shall maintain each executed Acknowledgement of Confidentiality Requirements at its facility and shall allow inspection of the same by the NSWERS upon request.

- iii. The Researchers shall promptly notify the NSWERS in writing when the access to the target data by any individual is terminated, giving the date of the termination and the reason for the termination.
- c. Publications made available to the NSWERS.
 - i. Copies of each proposed publication or document containing or based upon the target data shall be provided to the NSWERS at least ## days before the publication or document is finalized. The NSWERS shall promptly advise the Researchers whether the proposed publication or document discloses target data in a manner that violates this Agreement. If the issue cannot be resolved informally between the parties, the NSWERS will initiate the termination provisions contained in Section VII, B. The Researchers shall provide the NSWERS a copy of each publication containing information based on the target data or other data product based on the target data made available through the NSWERS.
- d. The Researchers shall immediately notify the NSWERS in writing upon receipt of any request or demand for disclosure of the target data from an individual or entity not authorized by this Agreement.
- e. The Researchers shall immediately notify the NSWERS in writing upon discovering any breach or suspected breach of security or of any disclosure of the target data to any unauthorized individual or entity.

VI. SECURITY REQUIREMENTS

- a. Maintenance of, and access to, the target data.
 - i. The Researchers shall retain the original version of the target data at a single location and shall not make a copy or extract of the target data available to anyone except individuals specified in paragraph III above.
 - ii. The Researchers shall maintain the target data, (whether maintained on a mainframe facility, central server, personal computer, print, or any other medium) in an area that has limited access to authorized personnel only. The Researchers shall not permit removal of any target data from the limited access area. Only those individuals who have executed an Acknowledgment of Confidentiality Requirements shall be admitted to the storage area.
 - iii. The Researchers shall ensure that access to the target data maintained in computer files or databases is controlled by password protection. The Researchers shall maintain all printouts, diskettes, or other physical products containing individually-identifiable information derived from target data in locked cabinets, file drawers, or other secure locations when not in use.
 - iv. The Researchers shall ensure that all printouts, tabulations, and reports are edited for any possible disclosure of personally-identifiable target data and that cell sizes are ten (10) or more.

- v. The Researchers shall establish procedures to ensure that the target data cannot be extracted from a computer file or database by unauthorized individuals.
- b. Retention of target data.
 - i. Under the NSWERS' supervision, the Researchers shall destroy the target data including all copies, whether electronic or paper, when the research that is the target of this Agreement has been completed or this Agreement terminates, whichever occurs first.

VII. TERMINATION OF THIS AGREEMENT

- a. This Agreement shall terminate at the time stated in the Research Proposal Application. The Agreement, however, may be extended by written agreement of the parties.
- b. Any violation of the terms and conditions of this Agreement may result in the immediate revocation of this Agreement by the NSWERS.
 - i. The NSWERS may initiate revocation of this Agreement by written notice to the Researchers.
 - ii. Upon receipt of the written notice of revocation, the Researchers shall immediately cease all research activity related to the Agreement until the issue is resolved. The Researchers will have three (3) business days to submit a written Response to the NSWERS, indicating why this Agreement should not be revoked.
 - iii. The NSWERS shall decide whether to revoke this Agreement based on all the information available to it. The NSWERS shall provide written notice of its decision to the Researchers within ten (10) business days after receipt of the Response. These timeframes may be extended for good cause.
 - iv. If revocation is based upon the Researchers' improper handling of PII from the target data or improper proposed publication of target data containing PII that the parties have been unable to resolve, the Researchers agree to return the data and not publish or disseminate the proposed article or other document.
 - v. If the Researchers publish target data in an article or other document without first submitting to the NSWERS for review and the article or other document contains PII, the NSWERS reserve the right, in addition to terminating this Agreement, to seek legal redress.

VIII. MISCELLANEOUS PROVISIONS

- a. Attached to this Agreement and incorporated herein are:
 - i. FERPA, 20 U.S.C. § 1232g
 - ii. 34 CFR § 99.31
 - iii. Research Proposal Application

IX. SIGNATURE PAGE

By signing below, the official of the Research Organization certifies that he or she has the authority to bind the Research Organization to the terms of this Agreement and that the Research Organization has the capability to undertake the commitments in this Agreement.

1. Location at which the target data will be maintained and analyzed.	Enter Text
2. Signature of the Official of the Research Organization	
3. Date	Enter Date
4. Type/Print Name of Official	Enter Text
5. Email	Enter Text
6. Title	Enter Text
7. Telephone	Enter Text
8. Mailing Address	Enter Text
9. Signature of the Principal Research Analyst	
10. Date	Enter Date
11. Type/Print Name of Principal Research Analyst	Enter Text
12. Email	Enter Text
13. Title	Enter Text
14. Telephone	Enter Text
15. Mailing Address	Enter Text
16. Signature of NSWERS Executive Director	
17. Date	Enter Date
18. Type/Print Name of NSWERS Executive Director	Enter Text
19. Email	Enter Text
20. Title	Enter Text
21. Telephone	Enter Text
22. Mailing Address	Enter Text
30. Signature of NSWERS Legal Counsel	
31. Date	Enter Date
32. Type/Print Name of NSWERS Legal Counsel	Enter Text
33. Email	Enter Text

34. Title	Enter Text
35. Telephone	Enter Text
36. Mailing Address	Enter Text

DRAFT

APPENDIX F**THE NSWERS DATA DESTRUCTION ASSURANCE**

Organizations or individuals conducting research on behalf of the Nebraska Statewide Workforce & Educational Reporting System (NSWERS) are required to destroy the target data which have been loaned to them during the duration of the project. This includes all copies, whether electronic or paper. These data must be destroyed when the research described in the Research Proposal Application concludes, or the Data Disclosure Agreement terminates, whichever occurs first. In addition, researchers must provide copies of all reports associated with the research project to the NSWERS within the time period specified in the Data Disclosure Agreement. As an assurance that these tasks have been completed, the project's principal investigator must complete this Data Destruction Assurance Form, and submit it to the NSWERS for archival.

By signing below, I assure, as the Principal Investigator, that:

_____ (*initial here*) All data elements loaned to me as listed in the Data Disclosure Agreement for the research project titled, **INSERT TEXT HERE** have been destroyed in the manner specified in Section VI. B, Retention of Target Data.

_____ (*initial here*) Any and all publications associated with this project have been provided to the NSWERS in the manner specified in Section V. C, Publications Made Available to the NSWERS.

Signature: _____

Date: _____

Name of Principal: _____

Investigator or Requestor: _____

Organization (if applicable): _____

Phone Number: _____

Email Address: _____

Address: _____

City: _____

State: _____

Zip Code: _____

Annual Evaluation Process for NSWERS Executive Director

Because the NSWERS Executive Director is technically a University of Nebraska employee, it is recommended that the director's annual evaluation follow Board of Regents Policy. BoR Policy 4.2.8 requires that full-time employees of the University of Nebraska receive a written performance appraisal annually.

(Source: Regents Policy 4.2.8 Evaluation of Faculty and Administrators (RP-128)
at: <https://nebraska.edu/-/media/unca/docs/offices-and-policies/policies/board-governing-documents/board-of-regents-policies.pdf?la=en>)

Consequently, it is recommended that the NSWERS Executive Director provide a report to the President of the Executive Council by May 15. The report should address the following:

- Personal goal achievements;
- Progress toward goals affirmed for the current year by the NSWERS Executive Council;
- Challenges and opportunities for the next year;
- Relevant professional or personal matters; and
- Proposed goals for the Executive Director and NSWERS for the next year.

This report, a preliminary written appraisal by the President of the Executive Council, and a salary recommendation should be discussed with the NSWERS Executive Counsel in executive session soon after May 15 and before June 1 so a salary recommendation can be included in the University of Nebraska budget development process.

NEBRASKA P-20W**NEBRASKA STATEWIDE WORKFORCE &
EDUCATIONAL REPORTING SYSTEM (NSWERS)****NSWERS BYLAWS****ARTICLE I****ESTABLISHMENT OF JOINT ENTITY**

Section 1.1. Establishment and Name. LB 1071 (2010) required the Nebraska State Board of Education, Board of Regents of the University of Nebraska, the Board of Trustees of the Nebraska State Colleges, and the board of governors of each community college area to enter into a Memorandum of Understanding to adopt a policy to share student data. LB1071 is codified in the Nebraska Revised Statutes (§85-110 (University of Nebraska); §85-309 (Nebraska State College System); §79-776 (Nebraska Department of Education); §85-1511 (Nebraska Community Colleges)). The resulting 2010 Memorandum of Understanding for Sharing of Student Data between the Nebraska Department of Education, the University of Nebraska, the Nebraska State Colleges, and the Nebraska Community Colleges (herein the “MOU”) established an agreement “to share student data for the purposes of evaluation of and research related to public pre-kindergarten, elementary, secondary, and postsecondary education to improve education in Nebraska” as authorized by the Family Educational Rights and Privacy Act (FERPA) (see 20 U.S.C. §1232g(b)(1)(F) and 34 CFR §99.31(a)(6)). The data governing council created herein shall operate under the name of the Nebraska Statewide Workforce & Educational Reporting System (NSWERS). The MOU was replaced by the NSWERS AGREEMENT (herein the “AGREEMENT”) in October 2019.

Section 1.2. Definitions.

Section 1.2.1 “Executive Council” shall mean the NSWERS governance body of four (4) representative members comprised of the Commissioner of Education or his or her designee, President of the University of Nebraska or his or her designee, Chancellor of the Nebraska State College System or his or her designee, and a President of one of the Nebraska Community Colleges (herein the “Executive Council”) as established pursuant to Section 2.1 herein.

Section 1.2.2 “President” shall mean the President of NSWERS as elected pursuant to Section 4.2 herein.

Section 1.2.3 “Vice President” shall mean the Vice President of NSWERS as elected pursuant of Section 4.3 herein.

Section 1.2.4 “Secretary-Treasurer” shall mean the Secretary-Treasurer of NSWERS as elected pursuant to Section 4.4 herein.

Section 1.3. Members of NSWERS. The membership of NSWERS shall include signatories to the AGREEMENT (herein the “Participating Agencies”). The initial membership of NSWERS is identified on Exhibit “A” attached hereto.

Section 1.4. New Members. Prospective members of NSWERS may be nominated by any Participating Agency, and new members will be added with unanimous approval by NSWERS Executive Council.

Section 1.5. Powers and Duties. NSWERS shall make decisions related to the creation, operations, maintenance, and reporting of student data from the prekindergarten through postsecondary and workforce data warehouses. NSWERS shall further define, and may expand upon, the data to be shared and establish appropriate guidance.

Section 1.6. Principal Office. The principal office of NSWERS is the University of Nebraska Central Administration, 3835 Holdrege Street, Lincoln, Nebraska 68583-0743. Meetings shall be conducted at the President of NSWERS’ institutional offices or as the Executive Council members may designate from time to time.

ARTICLE II

EXECUTIVE COUNCIL, DIRECTOR, AND COMMITTEES

Section 2.1. Executive Council Membership. The Participating Agencies shall be represented by a council of four (4) representative members comprised of the Commissioner of Education or his or her designee, President of the University of Nebraska or his or her designee, Chancellor of the Nebraska State College System or his or her designee, and a President of one of the Nebraska Community Colleges (herein the “Executive Council”) or his or her designee. Any such delegation of

authority by the named principal to another to serve as the NSWERS Executive Council member for a participating agency shall be delivered in writing to all other Executive Council members. Written delegations of authority so executed shall remain in force unless and until revoked in writing by the principal with notice to all other Executive Council members. The representative for the Nebraska Community Colleges shall be elected by majority vote of the Presidents of participating Nebraska Community Colleges signatory to the AGREEMENT.

Section 2.2. Duties. Subject to Section 3.5 hereinafter elaborated, the Executive Council shall define and prioritize the high-level objectives, policies and operating parameters of NSWERS. Specific duties include: maintain overall responsibility and authority over NSWERS; designate a President, Vice-President and Secretary-Treasurer; secure funding, resources and support for the NSWERS system and staff; approve the budget and annual plan for NSWERS; approve NSWERS policies and procedures; establish expectations and priorities for the research agenda; solicit and organize non-voting members of the Advisory Committee; and appoint representatives.

Section 2.3. Term. Each Executive Council member shall hold membership until his or her successor is designated, elected or appointed by the respective Participating Agency or Agencies.

Section 2.4. Removal and Vacancies. Executive Council members may only be removed by their respective Participating Agency or Agencies. Any vacancies shall be promptly filled by designation, election or appointment of the respective Participating Agencies.

Section 2.5. Compensation. The Executive Council members shall not be compensated for their services.

Section 2.6. Executive Director. NSWERS, by resolution of the majority of the Executive Council members at which a quorum is present, may appoint or remove an Executive Director. The Executive Director may be an employee on loan to NSWERS from a participating agency or other contractor. The Executive Director shall act as the principal executive agent of NSWERS and to conduct business on behalf of NSWERS. The Executive Director shall be responsible for the day-to-day administration of NSWERS consistent with the directives of the Executive Council and the purposes for which NSWERS was formed, and shall perform all other duties as assigned by the Executive Council. The Executive Director will report to the

Executive Council at all regular and special meetings and shall keep the Executive Council appraised of all information necessary for the Executive Council to conduct its business.

Section 2.7. Committees Established by the Executive Council. NSWERS, by resolution of the majority of the Executive Council members at which a quorum is present, may establish committees that may exercise specific duties of NSWERS. Unless otherwise directed by the Executive Council, such committees shall report to the Executive Director. The Executive Director shall be responsible for reporting to the Executive Council regarding the work and advice of the committees reporting to him or her. Such committees shall not report directly to the Executive Council except upon matters discussed or acted upon by the committee in compliance with the Open Meetings Act (Nebraska Revised Statutes §§84-1407 to 84-1414). However, the conduct of such committees shall at all times be subject to the direction and control of the Executive Council and shall be consistent with the directives of the Executive Council. Committee members shall be appointed by the affirmative vote of a majority of the Executive Council members present. A majority of members of any committee shall constitute a quorum for the transaction of business at a meeting of such committee. The designation of any committee and the delegation thereto of authority shall not operate to relieve NSWERS of any responsibility of NSWERS or the Executive Director of any responsibility delegated by the Executive Council.

Section 2.7.1 Advisory Committee. NSWERS shall have a standing advisory committee of stakeholders comprised of membership selected from outside of the Participating Agencies to make recommendations to inform NSWERS' objectives (herein the "Advisory Committee"). The Advisory Committee shall be subject to the provisions of Section 2.7 above.

Section 2.7.2 Management Committee. NSWERS shall have a standing management committee comprised of representative members of NSWERS responsible for operational management and advancing NSWERS' agenda and initiatives at the direction of the Executive Council (herein the "Management Committee"). The Management Committee shall be subject to the provisions of Section 2.7 above.

Section 2.7.3 Technology Committee. NSWERS shall have a standing technology committee responsible for architecting and governing the data warehouse and the connection to data sources at the direction of the

Management Committee (herein the “Technology Committee”). The Technology Committee shall be subject to the provisions of Section 2.7 above.

Section 2.7.4 Research Review Committee. NSWERS shall have a standing research review committee responsible for reviewing research requests within the context of the research agenda at the direction of the Management Committee (herein the “Research Review Committee”). The Research Review Committee shall be subject to the provisions of Section 2.7 above.

Section 2.7.5 Other Committees. Additional committees having and exercising the authority of NSWERS may be established by the Executive Council as set forth in Section 2.7.

ARTICLE III MEETINGS OF NSWERS

Section 3.1. First Meeting. The President of the University of Nebraska or his or her designee shall convene the first meeting of the Executive Council.

Section 3.2. Regular Meetings. The Executive Council shall meet at least two times annually. Meetings shall be held at the President’s institutional offices or at such other place the Executive Council may designate.

Section 3.3. Special Meetings. Special meetings may be called from time to time with the approval of the President and Vice President of NSWERS.

Section 3.4. Notice of Meetings. Notice of the time and place of regular and special Executive Council meetings will be given to the membership by electronic mail and published on NSWERS’ web page. NSWERS will comply with the applicable provision of the Open Meetings Act (Nebraska Revised Statutes §§84-1407 to 84-1414) for all Executive Council regular or special meetings.

Section 3.5. Quorum. A majority of the Executive Council shall constitute a quorum for the transaction of business of any meeting of the Executive Council. An affirmative vote of a majority of all members of the Executive Council qualified to serve and vote at said time shall be required for the adoption of any resolution unless otherwise provided by law or these Bylaws. In all other matters a majority of those present at the meeting shall control action of NSWERS.

Section 3.6. Acts of NSWERS. Except as otherwise required by Nebraska law or specified in these Bylaws, NSWERS shall take action by the affirmative vote of the majority of the Executive Council, who shall be entitled to one (1) vote on each matter submitted to a vote.

Section 3.7. Presumption of Assent. A member of the Executive Council who is present at a meeting of the Executive Council at which action on any matter is taken shall be presumed to have assented to the action taken unless his or her dissent is entered in the minutes of the meeting or unless they file a written dissent with the President.

ARTICLE IV OFFICERS OF NSWERS

Section 4.1. Number. The officers of NSWERS shall be a President, Vice President, and Secretary-Treasurer, and such other officers as the Executive Council may deem appropriate.

Section 4.2. President of NSWERS. There shall be a President of NSWERS who shall serve for two years and rotate among the Nebraska Department of Education, the University of Nebraska, the Nebraska State Colleges, and the Nebraska Community Colleges. The President shall be the principal executive officer of NSWERS and shall preside at all meetings of the Executive Council.

Section 4.3. Vice President. The Vice President shall be the member who will serve as President in the next two-year term. In the absence of the President, or in the event of his or her refusal to act, the Vice President shall perform the duties of the President and, in general perform all the duties incident to the office of Vice President as the Executive Council may assign.

Section 4.4. Secretary-Treasurer. The Secretary-Treasurer shall maintain minutes of the proceedings of the Executive Council; see that all notices are given in accordance with these Bylaws or as required by law; shall be the custodian of all books, records, papers, and property of NSWERS; shall have charge of custody and be responsible for all funds of NSWERS; and in general shall perform all the duties incident to the office of Secretary-Treasurer and such other duties as the Executive

Council may assign. The Secretary-Treasurer may assign tasks to a designee to accomplish these duties at his/her discretion.

Section 4.5. Election of Officers. The initial officers of NSWERS shall be elected at the first meeting of the Executive Council. Officers shall thereafter be elected by the Executive Council at its annual meeting, as applicable. Establishment of the order of rotation for officers shall be conducted in accordance with Sections 3.5 and 3.6 herein.

Section 4.6. Term of Service. The President, Vice President and Secretary-Treasurer of NSWERS shall serve two-year terms. The member elected Vice President shall be the member who will serve as President in the next two-year term.

Section 4.7. Removal of Officers. Officers may be removed by a three-fourths (3/4) vote of the Executive Council for cause or whenever in the Executive Council's judgment the best interest of NSWERS will be served thereby.

Section 4.8. Compensation. Officers of NSWERS shall not be compensated for their service.

ARTICLE V CONTRACTS, CHECKS, AND DEPOSITS

Section 5.1. Contracts. The Executive Council may authorize any officer or agent of NSWERS to enter into any contract or execute and deliver any instrument in the name of and on behalf of NSWERS, and such authority may be general or confined to specific instances.

Section 5.2. Checks, Drafts, and Orders for the Payment of Money. All checks, drafts, or orders for payment of money, notes or other evidences of indebtedness issued in the name of NSWERS shall be signed by such officer or officers, agent or agents of NSWERS and in such a manner as shall from time to time be determined by resolution of the Executive Council. In the absence of such determination by the Executive Council, such instruments shall be signed by the President of NSWERS or the Executive Director.

Section 5.3. Deposits. All funds of NSWERS shall be deposited and be secured in the same manner as public funds to the credit of the NSWERS in such banks or banks as the Executive Council may select.

ARTICLE VI LIABILITY PROTECTION

Section 6.1. Indemnification. NSWERS shall indemnify, defend, and hold harmless its Participating Agencies, representative members of the Executive Council, Officers, employees, and agents from and against any and all liabilities, claims, actions, proceedings and judgments, including without limitation, amounts paid in settlement, attorney fees and costs incurred in connection with the defense of any claim, action or proceeding, whether civil, criminal, administrative or other, in which any such Participating Agency, representative member of the Executive Council, Officer, employee or agent be named or involved in by virtue of having the status of a present or former Participating Agency, representative member of the Executive Council, Officer, employee, or agent thereof. The right of indemnification conferred by these Bylaws shall be extended to any threatened action, suit or proceeding, and the failure to institute it shall be deemed its final determination. The foregoing rights shall be in addition to and shall not be deemed exclusive of any other rights to which any Participating Agency, representative member of the Executive Council, Officer, employee, or agent may be entitled under any other law, agreement, or otherwise.

Section 6.2. Advances for Expenses. NSWERS may pay for or reimburse the reasonable expenses incurred by a Participating Agency, representative member of the Executive Council, Officer, employee, or agent who is a party to a proceeding in advance of final disposition of the proceeding.

Section 6.3. Insurance. NSWERS (directly, or indirectly through a Participating Agency) may purchase and maintain insurance on behalf of an individual who is or was a representative member of the Executive Council, Officer, employee, or agent of NSWERS or who, while a representative member of the Executive Council, Officer, employee, or agent of NSWERS, is or was serving at the request of NSWERS as a director, officer, partner, trustee, employee, or agent of another foreign or domestic business or nonprofit corporation, partnership, joint venture, trust, employee benefit plan, or other enterprise, against liability asserted against or incurred by him or her in that capacity or arising from his or her status as a director, officer, employee, or agent, whether or not NSWERS would have power to indemnify the person against

the same liability. ~~Participating agencies shall be named as co-insureds under such policies.~~

ARTICLE VII GENERAL PROVISIONS

Section 7.1. Amendments. These Bylaws may be amended or repealed and new Bylaws may be adopted by the affirmative vote of the majority of the Executive Council at any regular or special meeting, provided that at least ten (10) days written notice is given of the intention to adopt new Bylaws or alter, amend or repeal the existing Bylaws at such meeting.

Section 7.2. Records. NSWERS shall keep records (books, records, paper and property) and minutes of the proceedings of the meetings and actions of the Executive Council and of the committees of the Executive Council. The minutes of each meeting shall be reviewed and approved at each regular meeting of the Executive Council. If a special meeting occurs, minutes of that meeting shall be reviewed and approved at the next regular meeting of the Executive Council. The records and minutes of the Executive Council shall be available on NSWERS' web page.

Section 7.3. Fiscal Year. The fiscal year of NSWERS will begin on the first day of July and end on the last day of June of each year.

Approved and adopted by unanimous action of the NSWERS Executive Council present on ~~January 25~~April 26, 2021.

NSWERS

Commissioner of Education

University of Nebraska,
Executive Vice President and
Provost

Nebraska State College System,
Chancellor

Nebraska Community College
Representative

EXHIBIT A
**MEMBERS OF THE NEBRASKA STATEWIDE WORKFORCE &
EDUCATIONAL REPORTING SYSTEM (NSWERS)**

Nebraska Department of Education

University of Nebraska

Nebraska State College System

Central Community College

Metropolitan Community College

Mid-Plains Community College

Northeast Community College

Southeast Community College

Western Nebraska Community College